

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
August 13, 2024
9:30 A.M.

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

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

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 30)

3. Discuss, consider and take appropriate action on a line item transfer for Risk Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004100	Professional Services	\$1,681.08
To	0100.0409.004015	Admin/Service Fees	\$1,681.08

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0840.0840.004100	Professional Services	\$8,872.00
To	0840.0840.004057	Stop Loss	\$8,872.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004100	Prof Svcs	\$3,100.32
To	0100-0435-001107	Temp Labor	\$2,880.00
To	0100-0435-002010	FICA	\$220.32

6. Discuss, consider and take appropriate action on a line item transfer from Non-Departmental to the District Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$46,610.50
TO	0100-0440-005700	District Atty/Vehicles	\$46,610.50

7. Discuss, consider and take appropriate action on a line item transfer for the County Clerk Records Archive Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0384-0384-001100	Rcds Archive Fund/FT Salary	\$120.00
TO	0384-0384-001914	Rcds Archive Fund/Bilingual St	\$120.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0495.001100	F/T Salaries	\$9,250.00
To	0100.0495.001107	Temp Labor-Seasonal Help	\$9,250.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.003005	Office Furniture	\$2,600.00
To	0100.0451.004141	Interpreters	\$2,600.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003001	Small Equipment and Tools	\$1,000.00
To	0100-0583-004100	Professional Services	\$1,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003307	Pharmaceuticals	\$25,000.00
To	0100.0540.003200	Medical Supplies	\$25,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003200	Medical Supplies	\$7,000.00
To	0100.0570.003100	Office Supplies	\$7,000.00

13. Discuss, consider, and take appropriate action on a line item transfer for Texas A&M AgriLife Extension Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0665.003010	Computer Equipment	\$552.74
From	0100.0665.003900	Membership Dues	\$623.50
To	0100.0665.004541	Vehicle Repairs & Maintenance	\$1,176.24

14. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.003544	Contract Hauling	\$25,000.00
From	0200.0210.003558	Culverts & Bridge Lumber	\$15,000.00
To	0200.0210.004549	Signal Light Maintenance	\$40,000.00

15. Discuss, consider, and take appropriate action to approve the County Attorney, June 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

16. Discuss, consider, and take appropriate action to approve the County Attorney, July 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.
17. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, July 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
18. Discuss, consider, and take appropriate action to approve Justice of the Precinct 2 July 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.
19. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
20. Discuss, consider, and take action on an agreement between the Junior League of Austin and Williamson County Regional Animal Shelter.
21. Discuss, consider, and take appropriate action on accepting an investment from Best Friends Animal Society for the Williamson County Regional Animal Shelter.
22. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with ISKCON of Round Rock for off-duty contracting of County Sheriff Deputies to be effective August 13, 2024.
23. Discuss, consider, and take appropriate action on approving Proposal #2024262 between Williamson County and Brymer Communication Services, LLC. dba BryComm, LLC. for fiber upgrade from Inner Loop Annex to Tax Office relocation for a total amount of \$46,409.00, pursuant to DIR contract #DIR-CPO-4777, and authorize the execution of the proposal. The funding source is P537.
24. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services, #2024261, with Falkenberg Construction Co., Inc. for the Justice Center IT Room Renovation for Facilities Management, in the amount of \$20,439.25, pursuant to Cooperative Purchasing – BuyBoard Contract No. 728-24, and authorize execution of the agreement.
25. Discuss, consider, and take appropriate action on authorizing the extension of contract #22IFB153 - Bulk Fuel-Petroleum Traders Corporation Canteen for the same pricing, terms, and conditions as the existing contract, as detailed in the attached proposal, for the term of the second of four (4) renewal options, beginning November 15, 2024.
26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for 2023 Road Bond Program Schultz Lane and Bagdad Road, under RFSQ #24RFSQ70. Funding sources are 2023 Road Bonds; Schultz Lane - P656, Bagdad Road P342.
27. Discuss, consider, and take appropriate action on authorizing the extension of contract #1811-273 Utility Coordination, renewal period #3, with Cobb, Fendley & Associates, Inc., as detailed in the extension agreement through July 15, 2025, and authorizing the execution of the agreement.

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under the Williamson County Contract between SWCA Environmental Consultants and Williamson County dated February 25, 2020 for Environmental On-Call Services. This supplemental is to extend the expiration date to December 31, 2024. Funding source: 01.0200.0210.004100.
29. Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 19, 2024 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.
30. Discuss, consider and take appropriate action on approval of the preliminary plat for the County Estates subdivision – Precinct 3.

REGULAR AGENDA

31. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Edward Dale Hayes) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.
32. Discuss, consider and take appropriate action on Agreement for Assessment Services for the Williamson County Veterans Treatment Court with Bluebonnet Trails Community Services with a not-to-exceed amount of \$30,000.
33. Discuss, consider, and take appropriate action to order the General Election to be held on November 5, 2024.
34. Discuss, consider, and take appropriate action to approve the establishment of a Central Counting Station for the November, 5, 2024 General Election.
35. Discuss, consider, and take appropriate action on awarding IFB #24IFB63 Patriot Way Milling and Overlay to Asphalt, Inc. LLC dba Lone Star Paving Company in the amount of \$631,662.22 and authorize execution of the agreement.
36. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.
37. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB59 - East Wilco Highway Segment 2 Phase 1, a Road Bond program in Commissioner Pct. 4 Project: P392 Funding Source: Road Bond.

38. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB57 - Ronald Reagan Blvd. Widening, a Road Bond program in Commissioner Pct. 3 Project: P336 Funding Source: Road Bond.
39. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for T3346 - Southeast Loop Segment 1 Phase 1, a Road Bond project in Commissioner Pct. 4. P: 463 Funding Source: Road Bond.
40. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 23IFB33 - Samsung Hwy (FM3349 to CR 404), a Road Bond project in Commissioner Pct. 4. P: 391 Funding Source: Road Bond.
41. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 23IFB6 CR 404 at FM 973, a Road Bond project in Commissioner Pct. 4. P: 390 Funding Source: Road Bond.
42. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB110 - Southwest Bypass Extension, a Road Bond project in Commissioner Pct. 3. P: 352 Funding Source: Road Bond.
43. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB126 - Samsung Highway (CR 404 to FM 973), a Road Bond project in Commissioner Pct. 4. P: 619 Funding Source: Road Bond.
44. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB39 - CR 111 Westinghouse Road, a Road Bond project in Commissioner Pct. 3. P: 292 Funding Source: Road Bond.
45. Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB57- CR 401 Reconstruction, a Road Bond project in Commissioner Pct. 4. P: 390 Funding Source: Road Bond.
46. Discuss, consider, and take appropriate action regarding Change Order No. 18 in the amount of \$18,623.43 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.
47. Discuss, consider, and take appropriate action regarding Change Order No. 19 in the amount of \$9,869.00 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

48. Discuss, consider, and take appropriate action regarding a TCEQ Agenda Authorization Form for the Edwards Aquifer Protection Program associated with the Bagdad Road North project, a 2019 Road Bond Project in Precinct 2.
49. Discuss, consider and take appropriate action on a Contract Amendment No. 9 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.
50. Discuss, consider and take appropriate action authorizing the county judge to exercise an option to acquire real property and improvements for \$18,028,224.50 from TxDOT for property located at 9500 Lake Creek Blvd. in Williamson County, Texas. Funding Source: General Funds
51. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Dobie Supply, LLC (the Assignor), and RoadSafe Traffic System, Inc.(the Assignee) in relation to contract #221FB56 Signs and Markers, awarded on November 21, 2023, and authorizing the execution of the Consent to Assignment
52. Discuss, consider and take appropriate action on a purchase contract with CSW Hutto 63, LP to acquire 12.060 AC for right of way and 0.270 AC for a drainage easement on the E. Wilco Highway project (Segment 2/Parcel 37). Funding Source: TANS P588
53. FY25 Budget Workshop - Discuss, consider and take appropriate action on the Budget Officer's 2024-2025 recommended budget.

EXECUTIVE SESSION

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

54. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- A. Real Estate Owned by Third Parties
- Preliminary discussions relating to 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.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717

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

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

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

- a) Project Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady

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

a. General:

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

b. Litigation:

- 1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
- 2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
- 3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and

Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division

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

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

6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

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

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. Adrienne 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

- 57. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).
- 58. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
- 59. Discuss the deployment or specific occasions for implementation of security personnel or devices; or security audits in relation to the Williamson County Justice Center/Williamson County Courthouse (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

- 60. Discuss and take appropriate action concerning economic development.
- 61. Discuss and take appropriate action concerning real estate.
- 62. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. General:**
 - 1. Litigation or claims or potential litigation or claims against the County or by the County
 - 2. Status Update-Pending Cases or Claims
 - 3. Employee/personnel related matters
 - 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. Litigation:**
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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.

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

64. Comments from Commissioners.

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

Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 9th day of August 2024 at 5:00 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:** 08/13/2024

Line Item Transfer for Risk Management

Submitted By: Andrea Schiele, County Judge**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is requested to cover an unexpected increase in claims.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004100	Professional Services	\$1,681.08
To	0100.0409.004015	Admin/Service Fees	\$1,681.08

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Budget Office

Form Started By: Andrea Schiele

Final Approval Date: 08/09/2024

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

08/09/2024 11:02 AM

08/09/2024 11:03 AM

Started On: 08/09/2024 10:50 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 08/13/2024

Line Item Transfer for Risk Management

Submitted By: Andrea Schiele, County Judge**Department:** Commissioners Court**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is requested to cover an unexpected increase in claims.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0840.0840.004100	Professional Services	\$8,872.00
To	0840.0840.004057	Stop Loss	\$8,872.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Budget Office

Form Started By: Andrea Schiele

Final Approval Date: 08/09/2024

Reviewed By

Andrea Schiele

Ashlie Holladay

Date

08/09/2024 11:02 AM

08/09/2024 11:04 AM

Started On: 08/09/2024 10:58 AM

Commissioners Court - Regular Session**5.****Meeting Date:** 08/13/2024

Line Item Transfer for Temp Salary

Submitted By: Ronald Morgan, All District Courts**Department:** All District Courts**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This request seeks to move professional services funds to a temporary employee line to allow for a short-term temporary employee to assist with special projects for the District Courts for a limited period of time. The amounts requested for transfer have been reviewed and verified by the County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0435-004100	Prof Svcs	\$3,100.32
To	0100-0435-001107	Temp Labor	\$2,880.00
To	0100-0435-002010	FICA	\$220.32

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Ronald Morgan

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/07/2024 11:58 AM

08/08/2024 09:27 AM

Started On: 08/07/2024 11:52 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 08/13/2024

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer from Non-Departmental to the District Attorney's Office.

Background

Unit #1310 (a 2013 Ford Taurus with 90K plus miles) in the DA's Office has had a transmission failure. Estimates for repair total \$9K, more than the unit is worth. This transfer will facilitate purchase of a 2023 replacement unit sitting on the lot. This vehicle can be received and in use prior to 9/30/2024. The quote has been attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non Dept/Contingencies	\$46,610.50
TO	0100-0440-005700	District Atty/Vehicles	\$46,610.50

Attachments

Vehicle Quote

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/09/2024

Reviewed By

Andrea Schiele

Date

08/09/2024 11:04 AM

Started On: 08/08/2024 02:42 PM



PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: WICO

Prepared by: SETH GAMBLIN

Contact: _____

Phone: 512.436.1313

Email: _____

Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Product Description: SILVERADO 1500

Date: August 7, 2024

A. Bid Item: _____

A. Base Price: \$ **35,439.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10543	2023 SILVERADO 2WD CREW CAB LT			CHROME FRONT & REAR BUMPER	
	SHORT BOX			REMOTE START	
L3B	ENGINE 2.7L TURBO				
Z82	TRAILERING PACKAGE	\$ -		Wheels, 17" x 8" Bright Silver painted alumina	
				Tires, 255/70R17 all-season, blackwall	
				Tire, spare 255/70R17 all-season, blackwall	
BG9	RUBBER FLOOR, NO CARPET				
Total of B. Published Options:					\$ -

Published Option Discount (5%) \$ -

C. Unpublished Options

\$= 4.9 %

Description	Bid Price	Options	Bid Price
		EXTERIOR - WHITE	
UNDERCOVER BED COVER	\$ 1,725.00	INTERIOR - JET BLACK CLOTH H1T	
		VINYL REAR	
		UNIT ON THE GROUND	
		3GCPACEK4PG355976	
Total of C. Unpublished Options:			\$ 1,725.00

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

\$ -

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

\$ 250.00

F. Contract Price Adjustment: 1LT

\$ 8,759.00

G. Additional Delivery Charge: 250 miles

\$ 437.50

H. Subtotal:

\$ 46,610.50

I. Quantity Ordered 1 x H =

\$ 46,610.50

J. Trade in: _____

\$ -

K. _____

L. Total Purchase Price

\$ 46,610.50

Commissioners Court - Regular Session**7.****Meeting Date:** 08/13/2024

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the County Clerk Records Archive Fund.

Background

An employee was recently transferred from the County Clerk's general fund department to the County Clerk Records Archive Fund. The employee was receiving a bilingual stipend. Because this line item does not exist in the Archive Fund, nor is there funding available to pay a bilingual stipend, we are requesting a line item transfer to the bilingual stipend line. The only line available to transfer out of is the salary line. Audit has confirmed funding is available. Budget has revised the FY25 budget for the Records Archive Fund to include this stipend as well.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0384-0384-001100	Rcds Archive Fund/FT Salary	\$120.00
TO	0384-0384-001914	Rcds Archive Fund/Bilingual St	\$120.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 08:21 AM

Started On: 08/07/2024 04:16 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 08/13/2024

Line Item Transfer County Auditor Office

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

Information**Agenda Item**

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

Background

This line item transfer is requesting moving funds from Full Time Salaries to Temp Salaries for the remainder of the Fiscal Year. The Office has recently experienced turnover and ongoing vacancies both in the Accounting and Internal Audit areas. This transfer allows for the use of former staff to assist in finishing some year-end tasks and assure that tasks are completed timely.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0495.001100	F/T Salaries	\$9,250.00
To	0100.0495.001107	Temp Labor-Seasonal Help	\$9,250.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 08/07/2024

Reviewed By

Becky Pruitt

Date

08/07/2024 10:57 AM

Started On: 08/06/2024 04:13 PM

Commissioners Court - Regular Session**9.****Meeting Date:** 08/13/2024

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 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 \$2,600.00 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 \$130.00 to \$185.00 a month for August and September that will be coming due.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.003005	Office Furniture	\$2,600.00
To	0100.0451.004141	Interpreters	\$2,600.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Misty Lamb

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/05/2024 04:18 PM

08/08/2024 09:27 AM

Started On: 08/05/2024 02:52 PM

Commissioners Court - Regular Session**10.****Meeting Date:** 08/13/2024

Line Item Transfer for Emergency Services

Submitted For: Bill Zito**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Emergency Services is requesting this line item transfer from EMS in the amount of \$1,000.00 to combine with our current available funds, to submit a requisition for application to our original purchase order 184596 for Dr. Tania Glenn. This amount will allow us to pay for the projected expenses that will close out the fiscal year higher than our original \$45,000.00 contracted and budgeted amount. Auditor's Office was made aware of this request since it is from EMS (0540) to Emergency Services (0583) budget. Currently, Dr. Tania Glenn services are utilized by all departments under Emergency Services. An amendment to this contract was approved in court on 7/2/24 increasing the amount to \$70,000.00. RFSQ #22RFSQ100

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003001	Small Equipment and Tools	\$1,000.00
To	0100-0583-004100	Professional Services	\$1,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Damaris Morales

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/07/2024 11:01 AM

08/08/2024 09:59 AM

Started On: 08/07/2024 07:52 AM

Commissioners Court - Regular Session**11.****Meeting Date:** 08/13/2024

LIT - Medical Supplies

Submitted By: Michael Knipstein, EMS**Department:** EMS**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Line item transfer to facilitate the purchase of medical supplies for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003307	Pharmaceuticals	\$25,000.00
To	0100.0540.003200	Medical Supplies	\$25,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/05/2024 04:15 PM

08/08/2024 09:27 AM

Started On: 08/05/2024 01:34 PM

Commissioners Court - Regular Session**12.****Meeting Date:** 08/13/2024

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 Office Supplies.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003200	Medical Supplies	\$7,000.00
To	0100.0570.003100	Office Supplies	\$7,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: ABIGAIL TAYLOR

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/08/2024 11:45 AM

08/08/2024 01:24 PM

Started On: 08/08/2024 11:08 AM

Commissioners Court - Regular Session**13.****Meeting Date:** 08/13/2024

Line Item Transfer for Extension Service

Submitted By: Amy Hays, Extension Service**Department:** Extension Service**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for Texas A&M AgriLife Extension Services.

Background

To cover shortages for vehicle repairs and maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0665.003010	Computer Equipment	\$552.74
From	0100.0665.003900	Membership Dues	\$623.50
To	0100.0665.004541	Vehicle Repairs & Maintenance	\$1,176.24

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Amy Hays

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/07/2024 02:58 PM

08/08/2024 09:27 AM

Started On: 08/07/2024 01:50 PM

Commissioners Court - Regular Session**14.****Meeting Date:** 08/13/2024

Line item transfer for Road and Bridge Division

Submitted For: Terron Evertson**Submitted By:** Jenifer Favreau, Infrastructure**Department:** Infrastructure**Division:** Road & Bridge**Agenda Category:** Consent

Information**Agenda Item**

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

Background

This transfer is necessary to make pedestrian crossing safety improvements.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200.0210.003544	Contract Hauling	\$25,000.00
From	0200.0210.003558	Culverts & Bridge Lumber	\$15,000.00
To	0200.0210.004549	Signal Light Maintenance	\$40,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Jenifer Favreau

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Saira Hernandez

Date

08/08/2024 08:20 AM

08/08/2024 09:27 AM

Started On: 08/07/2024 04:03 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 08/13/2024

County Attorney June 2024 Monthly Report

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

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney, June 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

June report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 08/07/2024

Reviewed By

Becky Pruitt

Date

08/07/2024 10:59 AM

Started On: 08/06/2024 04:14 PM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of June, 2024.

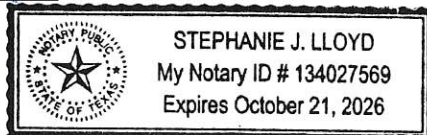
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 6th day of August, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	14-Jun-2024	34491	2022-4452	\$ 60.00
			21-Jun-2024	34516	2023-1056, 2023-1544	\$ 560.00
			27-Jun-2024	34543	2022-1954	\$ 500.00
					2023-3091	\$ 60.00
		CO ATTY 1	07-Jun-2024	34474	2023-2536	\$ 225.00
		CO ATTY 2	07-Jun-2024	34474	2023-4092	\$ 250.00
207015 Total						\$ 1,655.00
341300	0406	CO ATTY HC FEES	07-Jun-2024	34474	HOT CHECKS FEES MAY 2024	\$ 300.00
341300 Total						\$ 300.00
351000	0364	CO ATTY INTERVENTION	04-Jun-2024	34455	2021-2605	\$ 500.00
			06-Jun-2024	34467	2023-1911	\$ 500.00
			12-Jun-2024	34480	2022-4452, 2023-1862	\$ 1,000.00
			24-Jun-2024	34522	2023-2986, 2023-3902, 2023-4117	\$ 1,360.00
		CO ATTY INTERVENTION 1	10-Jun-2024	34477	2022-4029, 2023-0295, 2023-3879, 2023-4736	\$ 1,720.00
			17-Jun-2024	34495	2023-2264	\$ 500.00
			27-Jun-2024	34543	2022-4973	\$ 500.00
		CO ATTY INTERVENTION 2	10-Jun-2024	34477	2022-1543, 2023-1725, 2023-2038, 2023-2103, 2023-2157, 2023-4336	\$ 2,580.00
			17-Jun-2024	34495	2023-1544	\$ 360.00
351000 Total						\$ 9,020.00
352200	0100	CO ATTY	25-Jun-2024	34528	CK #40902 CAUSE #22-0804-CC3 ERIC NICHOLAS DELEON	\$ 250.00
					CK #40968 CAUSE #22-0804-CC3 ERIC NICHOLAS DELEON	\$ 500.00
		CO ATTY 3	07-Jun-2024	34474	CK 9247 CAUSE 22-0816-CC3 JEREMY MATHURIN	\$ 800.00
					CK 9249 CAUSE 22-1107-CC3 STEVEN CARY SMITH	\$ 750.00
		CO ATTY 4	07-Jun-2024	34474	CK 005048 CAUSE 22-0636-CC3 MICHAEL RICHARD SCHMELTZ	\$ 800.00
352200 Total						\$ 3,100.00
Grand Total						\$ 14,075.00

Criminal Restitution June 2024

Date	Payor	Amount	Case #	Deposit Date
5/31/2024	Nicholas Garza	\$ 250.00	2023-4092	6/4/2024
		\$ 250.00		
Date	Payor	Amount	Case #	Deposit Date
6/5/2024	Branquis Sha Kur Wyatt	\$ 225.00	2023-2536	6/6/2024
		\$ 225.00		
Date	Payor	Amount	Case #	Deposit Date
6/11/2024	Julia Estrella Murillo	\$ 60.00	2022-4452	6/13/2024
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
6/13/2024	Noel Joseph Guebara	\$ 500.00	2023-1056	6/18/2024
6/14/2024	Jesus Ortiz, Jr	\$ 60.00	2023-1544	6/18/2024
		\$ 560.00		
Date	Payor	Amount	Case #	Deposit Date
6/21/2024	Charles Meyer	\$ 500.00	2022-1954	6/25/2024
6/24/2024	Jennifer Elaine Chapman	\$ 60.00	2023-3091	6/25/2024
		\$ 560.00		

Disbursement Summary

Hot Check Fees June 2024

TXWILLIAMSONP
ROD

Collection Date Range: 05/01/2024 - 05/31/2024

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	300.00	0.00	0.00	0.00	300.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		300.00	0.00	0.00	0.00	300.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
14-00766	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	30.00	0.00	0.00	0.00	30.00
14-00767	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00768	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00769	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00853	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00854	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00855	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00856	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-00908	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
14-01197	ATTLES, ERICA NICHELLE (PID #: 340332)	CHKFEE	15.00	0.00	0.00	0.00	15.00
16-00321	ADAMS, MARSHA KAY (PID #: 1256092)	CHKFEE	30.00	0.00	0.00	0.00	30.00
22-00019	Aguilar, Mary Ann (PID #: 138733)	CHKFEE	15.00	0.00	0.00	0.00	15.00
22-00026	Aguilar, Mary Ann (PID #: 138733)	CHKFEE	15.00	0.00	0.00	0.00	15.00

Disbursement Summary

TXWILLIAMSONP
ROD

Collection Date Range: 05/01/2024 - 05/31/2024 Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

23-00001	Newman, Cathy Cruz (PID #: 553177)	CHKFEE	30.00	0.00	0.00	0.00	30.00
24-00007	DAVIS, RACHEL (PID #: 492701)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00013	Lindsey, Kimberly (PID #: 449269)	CHKFEE	30.00	0.00	0.00	0.00	30.00
Totals:			300.00	0.00	0.00	0.00	300.00

PTI Fees June 2024

date	payor	amount	control #	deposit date
5/31/2024	Mark Samuel Taccetta	\$ 500.00	2021-2605	6/5/2024
		\$ 500.00		
date	payor	amount	control #	deposit date
6/3/2024	Mariah Monique Demauchet	\$ 500.00	2023-1911	6/5/2024
		\$ 500.00		
date	payor	amount	control #	deposit date
6/6/2024	Laura Salcedo	\$ 500.00	2022-4029	6/7/2024
6/6/2024	Cecelia Victoria Leija	\$ 360.00	2023-0295	6/7/2024
6/6/2024	Adrien Rooney	\$ 360.00	2023-3879	6/7/2024
6/6/2024	Valerie Alexandra Bullara	\$ 500.00	2023-4736	6/7/2024
		\$ 1,720.00		
date	payor	amount	control #	deposit date
6/7/2024	Clarice Coronado	\$ 500.00	2022-1543	6/10/2024
6/7/2024	Lidia Maribel Barrera Figueroa	\$ 500.00	2023-1725	6/10/2024
6/7/2024	Brenda Carranza-Gonzalez	\$ 500.00	2023-2038	6/10/2024
6/7/2024	Amaya Alisha Jones	\$ 360.00	2023-2103	6/10/2024
6/8/2024	Kinsi Dean	\$ 360.00	2023-2157	6/10/2024
6/7/2024	Luis Alvarez-Flores	\$ 360.00	2023-4336	6/10/2024
		\$ 2,580.00		
date	payor	amount	control #	deposit date
6/11/2024	Julia Estrella Murillo	\$ 500.00	2022-4452	6/12/2024
6/11/2024	Madison Darnell	\$ 500.00	2023-1862	6/12/2024
		\$ 1,000.00		
date	payor	amount	control #	deposit date
6/13/2024	Jordan William Breck	\$ 500.00	2023-2264	6/14/2024
		\$ 500.00		
date	payor	amount	control #	deposit date
6/14/2024	Jesus Ortiz, Jr	\$ 360.00	2023-1544	6/17/2024
		\$ 360.00		
date	payor	amount	control #	deposit date
6/20/2024	Rachel Marie Schwebach	\$ 500.00	2023-2986	6/21/2024
6/18/2024	Lauren Ashley Kalina	\$ 360.00	2023-3902	6/21/2024
6/18/2024	Leticia Chavez	\$ 500.00	2023-4117	6/21/2024
		\$ 1,360.00		
date	payor	amount	control #	deposit date
6/25/2024	Tino Contreras, Jr	\$ 500.00	2022-4973	6/26/2024
		\$ 500.00		

Commissioners Court - Regular Session**16.****Meeting Date:** 08/13/2024

County Attorney July 2024 Monthly Report

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

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney, July 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

July report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 08/07/2024

Reviewed By

Becky Pruitt

Date

08/07/2024 11:00 AM

Started On: 08/06/2024 04:16 PM

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of July, 2024.

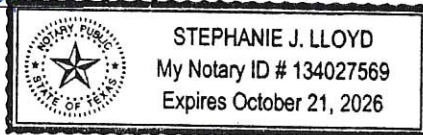
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 6th day of August, 2024, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	10-Jul-2024	34591	Not Available	(\$ 60.00)
					CO ATTY 2023-1105; 2023-2045; 2023-3731	\$ 974.48
			15-Jul-2024	34610	2022-3950, 2023-3941	\$ 303.00
			17-Jul-2024	34614	2023-3778, 2023-4608	\$ 1,863.80
			23-Jul-2024	34642	2023-4508	\$ 509.22
			25-Jul-2024	34652	2023-4232, 2024-0588	\$ 120.00
			31-Jul-2024	34674	2023-2523	\$ 60.00
		CO ATTY 2	05-Jul-2024	34577	2022-3950, 2023-4840, 2023-5181, 2023-1105	
207015 Total						\$ 7,558.46
341300	0406	CO ATTY HC FEES	05-Jul-2024	34577	HOT CHECKS FEES - JUNE 2024	\$ 15.00
341300 Total						\$ 15.00
351000	0364	CO ATTY INTERVENTION	08-Jul-2024	34583	2023-3323	\$ 360.00
			15-Jul-2024	34610	2023-2462 2023-2853 2023-4608	\$ 1,220.00
			16-Jul-2024	34612	2023-0400, 2023-1748, 2023-3778	\$ 1,345.00
			18-Jul-2024	34618	2023-4873, 2024-0225	\$ 720.00
			19-Jul-2024	34625	2023-3515, 2023-3628, 2023-4232	\$ 1,360.00
			22-Jul-2024	34632	2023-2675	\$ 500.00
			25-Jul-2024	34652	2023-3089	\$ 360.00
			26-Jul-2024	34659	2023-0926, 2023-2364, 2023-2470, 2023-2542, 2023-2634, 2023-2971, 2023-4483, 2023-4654	\$ 3,580.00
		29-Jul-2024	34664	2023-1351, 2023-4018	\$ 1,000.00	
		CO ATTY INTERVENTION 1	02-Jul-2024	34564	2022-2747, 2023-1105, 2023-1432, 2023-1748, 2023-2295, 2023-3091, 2023-3444, 2023-4981	
CO ATTY INTERVENTION 2	02-Jul-2024	34564	2022-4466, 2023-0664, 2023-0760, 2023-1381, 2023-1934, 2023-1941, 2023-2448, 2023-3031, 2023-3227, 2023-4028		\$ 4,440.00	
351000 Total						\$ 18,260.00
352200	0100	CO ATTY 1	05-Jul-2024	34577	CK 40981 CAUSE# 22-1323-CC3 BLAKE ANTHONY MCKINZEY	\$ 4,000.00
					CK 4344283224 CAUSE #23-0527-CC3 RONALD GENE WOODSON	\$ 500.00
352200 Total						\$ 4,500.00
Grand Total						\$ 30,333.46

Criminal Restitution July 2024

Date	Payor	Amount	Case #	Deposit Date
7/1/2024	Grant Nathaniel Garcia	\$ 1,000.00	2022-3950	7/2/2024
6/27/2024	Selene Vega	\$ 240.00	2023-1105	7/2/2024
7/1/2024	Avery Gene Craddock	\$ 2,497.96	2023-4840	7/2/2024
7/1/2024	Alexandra Nichole West	\$ 50.00	2023-5181	7/2/2024
		\$ 3,787.96		
Date	Payor	Amount	Case #	Deposit Date
7/2/2024	Selene Vega	\$ (240.00)	2023-1105	7/9/2024
7/2/2024	Michael Anthony Guzman	\$ 180.00	2023-2045	7/2/2024
7/2/2024	Deandre Hallcy	\$ 974.48	2023-3731	7/2/2024
		\$ 914.48		
Date	Payor	Amount	Case #	Deposit Date
7/10/2024	Grant Nathaniel Garcia	\$ 53.00	2022-3950	7/11/2024
7/9/2024	Michael Darnell Cleveland	\$ 250.00	2023-3941	7/11/2024
		\$ 303.00		
Date	Payor	Amount	Case #	Deposit Date
7/12/2024	Christina Nichole Williams	\$ 1,803.80	2023-3778	7/16/2024
7/11/2024	Allen Wayne Odom	\$ 60.00	2023-4608	7/16/2024
		\$ 1,863.80		
Date	Payor	Amount	Case #	Deposit Date
7/17/2024	Brian Christopher Swanson	\$ 509.22	2023-4508	7/18/2024
		\$ 509.22		
Date	Payor	Amount	Case #	Deposit Date
7/18/2024	Alex Michael Bisacca	\$ 60.00	2023-4232	7/23/2024
7/18/2024	David Wayne Myers	\$ 60.00	2024-0588	7/23/2024
		\$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
7/26/2024	Elizabeth Nadine Matthews	\$ 60.00	2023-2523	7/30/2024
		\$ 60.00		

Disbursement Summary

Hot Check Fees July 2024

TXWILLIAMSONP
ROD

Collection Date Range: 06/01/2024 - 06/30/2024

Ignore Tender Holds: No

Draft Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	15.00	0.00	0.00	0.00	15.00

		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
Disbursement Summary Totals		15.00	0.00	0.00	0.00	15.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
22-00020	Aguilar, Mary Ann (PID #: 138733)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			15.00	0.00	0.00	0.00	15.00

PTI Fees July 2024

date	payor	amount	control #	deposit date
6/27/2024	Terasa Ann Goryance	\$ 360.00	2022-2747	6/28/2024
6/27/2024	Selene Vega	\$ 500.00	2023-1105	6/28/2024
6/27/2024	Jesus Ureste Hernandez	\$ 500.00	2023-1432	6/28/2024
6/27/2024	Katrina Eloisa Quezada	\$ 155.00	2023-1748	6/28/2024
6/27/2024	Arielle Busk	\$ 360.00	2023-2295	6/28/2024
6/27/2024	Jennifer Elaine Chapman	\$ 500.00	2023-3091	6/28/2024
6/27/2024	Roman Guerra Jr	\$ 500.00	2023-3444	6/28/2024
6/27/2024	Rachel Ann Heine	\$ 500.00	2023-4981	6/28/2024
		\$ 3,375.00		
date	payor	amount	control #	deposit date
6/28/2024	Christian Jair Vazquez	\$ 500.00	2022-4466	7/1/2024
6/28/2024	Keith Anthony Stone	\$ 500.00	2023-0664	7/1/2024
6/28/2024	Eduardo Rosales Cisneros	\$ 360.00	2023-0760	7/1/2024
6/28/2024	Jose Alvarado	\$ 360.00	2023-1381	7/1/2024
6/28/2024	Breal Javone Hart	\$ 500.00	2023-1934	7/1/2024
6/28/2024	Robert Ashley Hansen	\$ 360.00	2023-1941	7/1/2024
6/28/2024	David Shortes	\$ 360.00	2023-2448	7/1/2024
6/28/2024	Ayanna Clay	\$ 500.00	2023-3031	7/1/2024
6/29/2024	Brian Albarran	\$ 500.00	2023-3227	7/1/2024
6/28/2024	Katelyn Marie Slusarski	\$ 500.00	2023-4028	7/1/2024
		\$ 4,440.00		
date	payor	amount	control #	deposit date
7/4/2024	Chinmay Sanjas Vyas	\$ 360.00	2023-3323	7/5/2024
		\$ 360.00		
date	payor	amount	control #	deposit date
7/11/2024	Elizabeth Vega	\$ 500.00	2023-2462	7/12/2024
7/10/2024	Joseph Vincent Gualtieri	\$ 360.00	2023-2853	7/12/2024

7/11/2024	Allen Wayne Odom	\$ 360.00	2023-4608	7/12/2024
		\$ 1,220.00		
date	payor	amount	control #	deposit date
7/12/2024	Kyle Wayne Jackson	\$ 500.00	2023-0400	7/15/2024
7/12/2024	Katrina Eloisa Quezada	\$ 345.00	2023-1748	7/15/2024
7/12/2024	Christina Nichole Williams	\$ 500.00	2023-3778	7/15/2024
		\$ 1,345.00		
date	payor	amount	control #	deposit date
7/16/2024	Nathan Richardson	\$ 360.00	2023-4873	7/17/2024
7/15/2024	Mark Anthony Munoz	\$ 360.00	2024-0225	7/17/2024
		\$ 720.00		
date	payor	amount	control #	deposit date
7/17/2024	Dylan Vaughn Zilliox	\$ 500.00	2023-3515	7/19/2024
7/18/2024	Josue Menjivar	\$ 500.00	2023-3628	7/19/2024
7/18/2024	Alex Michael Bisacca	\$ 360.00	2023-4232	7/19/2024
		\$ 1,360.00		
date	payor	amount	control #	deposit date
7/19/2024	Mike Claude Bazelais	\$ 500.00	2023-2675	7/22/2024
		\$ 500.00		
date	payor	amount	control #	deposit date
7/23/2024	Orlando Saucedo	\$ 360.00	2023-3089	7/24/2024
		\$ 360.00		
date	payor	amount	control #	deposit date
7/25/2024	Teresa Cano	\$ 360.00	2023-0926	7/26/2024
7/25/2024	Audrianna Rochelle Portillo	\$ 360.00	2023-2364	7/26/2024
7/25/2024	Robert Baiteman Rees	\$ 500.00	2023-2470	7/26/2024
7/25/2024	Nirav Dhiendra Shah	\$ 500.00	2023-2542	7/26/2024
7/25/2024	Edilberto Rebollar Santana	\$ 500.00	2023-2634	7/26/2024

7/25/2024	Andre Jamal Morton	\$ 500.00	2023-2971	7/26/2024
7/25/2024	Katamreddy Veerendranath	\$ 360.00	2023-4483	7/26/2024
7/25/2024	Ralph Richter	\$ 500.00	2023-4654	7/26/2024
		\$ 3,580.00		
date	payor	amount	control #	deposit date
7/26/2024	Tiara Janae Batiste	\$ 500.00	2023-1351	7/29/2024
7/26/2024	James Drake Coleman	\$ 500.00	2023-4018	7/29/2024
		\$ 1,000.00		

Commissioners Court - Regular Session**17.****Meeting Date:** 08/13/2024

JP1 EOM JULY 2024

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 to approve Justice of the Peace, Pct. 1, July 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP1 EOM JULY 2024

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Lamb

Final Approval Date: 08/07/2024

Reviewed By

Becky Pruitt

Date

08/07/2024 10:55 AM

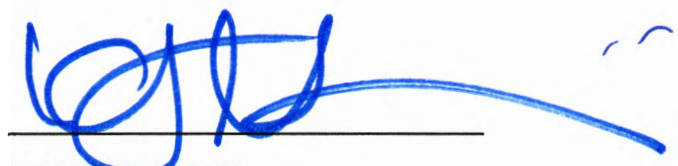
Started On: 08/06/2024 01:42 PM

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

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

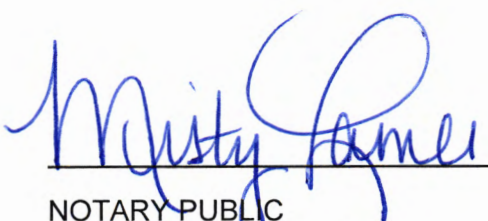
Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of July 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.



KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 10th day of August 2024 to certify which witness my hand and seal of office.



NOTARY PUBLIC
In and for the State of Texas



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP1

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	134.70
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	20.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	11,182.47
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	27,080.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	451.61
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	131.40
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	11,875.30
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	4.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,068.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,326.60
0100 - General Fund Total:		53,274.08
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	12.00
0360 - Courthouse Security Fund Total:		12.00
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	4.00
0361 - JP Security Fund Total:		4.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,780.00
0370 - Alternate Dispute Resolution Fund Total:		1,780.00
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	16.00
0372 - Justice Court Technology Fund Total:		16.00
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	20.00
0373 - JP-1 Truancy Program Fund Total:		20.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2024 - 07/31/2024
Locations: JP1

Case Categories: Criminal; Civil

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	8.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	160.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	5,627.02
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	819.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	16.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	24.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	82.83
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.20
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,660.07
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	8.00
0399 - State Agency Fund Total:		9,435.12
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	500.00
JP BOND Total:		500.00
Fee Totals for All Funds:		65,041.20

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	8.13	2	0.00	0	0.00	0	8.13	2
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	82.83	19	0.00	0	0.00	0	82.83	19
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	382.87	82	0.00	0	0.00	0	382.87	82
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	5,627.02	99	0.00	0	0.00	0	5,627.02	99
2020CDF	Compliance Dismissal Fine	60.00	6	0.00	0	0.00	0	60.00	6
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	140.00	14	0.00	0	0.00	0	140.00	14
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,326.60	103	0.00	0	0.00	0	1,326.60	103
2020LTF	Local Traffic Fine (TC 542.403)	159.60	56	0.00	0	0.00	0	159.60	56
2020STF	State Traffic Fine (TC 542.4031)	2,660.07	56	0.00	0	0.00	0	2,660.07	56
2020TPF	Time Payment Fee CCP 102.030	131.40	14	0.00	0	0.00	0	131.40	14
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	293.48	7	0.00	0	0.00	0	293.48	7
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
ADMIN	Administration Fee [CCP 102.072]	4.00	2	0.00	0	0.00	0	4.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	20.00	4	0.00	0	0.00	0	20.00	4
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	160.00	4	0.00	0	0.00	0	160.00	4
CCOP	Civil Copies	10.00	10	0.00	0	0.00	0	10.00	10
CERT	Certified Copy	2.00	1	0.00	0	0.00	0	2.00	1
CFINE	County Fine	11,875.30	90	0.00	0	0.00	0	11,875.30	90
CHS	Courthouse Security Fee (CCP 102.017)	12.00	4	0.00	0	0.00	0	12.00	4
CHSJC	JP Security Fee (CCP 102.017)	4.00	4	0.00	0	0.00	0	4.00	4
COLLFEE	Collection Agency Fee	134.70	2	0.00	0	0.00	0	134.70	2
CONT1	Constable Service Fee Pct #1	19,280.00	195	0.00	0	0.00	0	19,280.00	195
DDF	Deferred Disposition Fee	1,204.00	5	0.00	0	0.00	0	1,204.00	5
IDF	Indigent Defense Fee (LGC 133.107)	8.00	4	0.00	0	0.00	0	8.00	4
JCTF	Justice Court Technology Fee (CCP 102.0173)	16.00	4	0.00	0	0.00	0	16.00	4
JFR	Jury Reimbursement Fee (CCP 102.0045)	16.00	4	0.00	0	0.00	0	16.00	4
JTP	Juvenile Truancy Program (CCP 102.0174)	20.00	4	0.00	0	0.00	0	20.00	4

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP1

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	4.00	4	0.00	0	0.00	0	4.00	4
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	4.00	4	0.00	0	0.00	0	4.00	4
JURY	Jury Fee	88.00	4	0.00	0	0.00	0	88.00	4
JUSFC	Judicial Support Fund - County (LGC 133.105)	2.40	4	0.00	0	0.00	0	2.40	4
JUSFS	Judicial Support Fund - State (LGC 133.105)	21.60	4	0.00	0	0.00	0	21.60	4
MISCOP	Miscellaneous Copy Fees	33.00	9	0.00	0	0.00	0	33.00	9
MVF	Moving Violation Fee (CCP 102.022)	0.20	2	0.00	0	0.00	0	0.20	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,780.00	356	0.00	0	0.00	0	1,780.00	356
SB41JCSF	Justice Court Support Fund	8,900.00	356	0.00	0	0.00	0	8,900.00	356
SB41LAF	Language Access Fund - LGC 135.155	1,068.00	356	0.00	0	0.00	0	1,068.00	356
SB41SCF	State Consolidated Fee	819.00	39	0.00	0	0.00	0	819.00	39
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WARC1	Warrant Fee - Constable Pct. 1	150.00	3	0.00	0	0.00	0	150.00	3
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	185.00	38	0.00	0	0.00	0	185.00	38
WSF1	Constable #1 - Writ Service Fee	7,800.00	40	0.00	0	0.00	0	7,800.00	40
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		65,041.20	2,019	0.00	0	0.00	0	65,041.20	2,019

Commissioners Court - Regular Session**18.****Meeting Date:** 08/13/2024

July Monthly Report

Submitted For: Angela Williams**Submitted By:** Melissa East, J.P. Pct. #2**Department:** J.P. Pct. #2**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

July 2024 Report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Melissa East

Final Approval Date: 08/05/2024

Reviewed By

Becky Pruitt

Date

08/05/2024 04:08 PM

Started On: 08/02/2024 08:56 AM

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

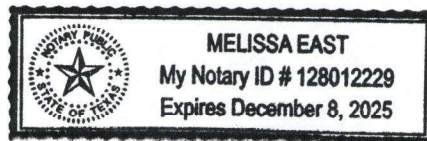
Before me, the undersigned authority, on this day personally appeared Angela Williams, Justice of the Peace, Precinct 2, Williamson County, who on her oath, stated that the attached report of monies collected is a true and correct report for the month of JULY, 2024.

Angela Williams
ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2



On this 1st day of August 2024, to certify which witness my hand and seal of office.

Melissa East
Notary Public
in and for the State of Texas



Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	578.44
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	10.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	50.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	9,461.22
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	8,480.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	115.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-2-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	5.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	117.97
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	316.72
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	19,477.72
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	879.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	2,943.70
0100 - General Fund Total:		42,434.77
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	3.00
0361 - JP Security Fund Total:		3.00
0368 - JP-2 Truancy Program Fund		
01-0368-0000-341917 - JP2 Truant Conduct (HB 2398)	L-004-2-01-0368-0000-341917: 01-0368-0000-341917 - JP2 Truant Conduct (HB 2398)	100.00
0368 - JP-2 Truancy Program Fund Total:		100.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,465.00
0370 - Alternate Dispute Resolution Fund Total:		1,465.00
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	4.00
0372 - Justice Court Technology Fund Total:		4.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	17.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	12,292.38
01-0399-0000-208170 - FA FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208170: 01-0399-0000-208170 - Fugitive Apprehension	5.00
01-0399-0000-208180 - JCD FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208180: 01-0399-0000-208180 - Juvenile Crime & Delinquency Fee	0.50
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	399.00
01-0399-0000-208300 - CVC FEES DUE TO STATE COMP	L-004-2-01-0515-0000-208300: 01-0399-0000-208300 - Crime Victim Compensation Act	15.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	433.35
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,387.16
01-0399-0000-208500 - JCPT FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208500: 01-0399-0000-208500 - Judicial Court Personnel Training	2.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	150.00
01-0399-0000-208730 - Correctional Management Institute	L-004-2-01-0399-0000-208730: 01-0399-0000-208730 - Correctional Management Institute	0.50
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	30.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	250.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-2-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
0399 - State Agency Fund Total:		20,006.89
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	731.00
JP BOND Total:		731.00
Fee Totals for All Funds:		64,744.66

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	5.00	1	0.00	0	0.00	0	5.00	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	117.97	25	0.00	0	0.00	0	117.97	25
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	378.35	80	0.00	0	0.00	0	378.35	80
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	500.00	101	0.00	0	0.00	0	500.00	101
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	30.00	7	0.00	0	0.00	0	30.00	7
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	12,292.38	206	0.00	0	0.00	0	12,292.38	206
2020CDF	Compliance Dismissal Fine	250.00	25	0.00	0	0.00	0	250.00	25
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	420.00	44	0.00	0	0.00	0	420.00	44
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,943.70	218	0.00	0	0.00	0	2,943.70	218
2020LTF	Local Traffic Fine (TC 542.403)	383.22	134	0.00	0	0.00	0	383.22	134
2020STF	State Traffic Fine (TC 542.4031)	6,387.16	134	0.00	0	0.00	0	6,387.16	134
2020TPF	Time Payment Fee CCP 102.030	316.72	25	0.00	0	0.00	0	316.72	25
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2), 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	750.00	3	0.00	0	(19.00)	1	731.00	4
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	17.00	1	0.00	0	0.00	0	17.00	1
CCOP	Civil Copies	35.00	24	0.00	0	0.00	0	35.00	24
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	19,033.72	167	219.00	2	0.00	0	19,252.72	169
CHS	Courthouse Security Fee (CCP 102.017)	3.00	1	0.00	0	0.00	0	3.00	1
CMI	Correctional Management Institute Fee	0.50	1	0.00	0	0.00	0	0.50	1
COLLFEE	Collection Agency Fee	578.44	6	0.00	0	0.00	0	578.44	6
CONT2	Constable Service Fee Pct #2	8,080.00	73	0.00	0	0.00	0	8,080.00	73

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Criminal; Civil
Locations: JP2

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CRFEEOVER	Criminal Overpayment Fee	10.00	1	0.00	0	0.00	0	10.00	1
CVC	Crime Victims Fee	15.00	1	0.00	0	0.00	0	15.00	1
DDF	Deferred Disposition Fee	647.00	7	0.00	0	(200.00)	1	447.00	8
FA	Fugitive Apprehension	5.00	1	0.00	0	0.00	0	5.00	1
FNTC1	Child Safety Seat Fine Trauma Center	150.00	3	0.00	0	0.00	0	150.00	3
JCD	Juvenile Crime & Delinquency	0.50	1	0.00	0	0.00	0	0.50	1
JCPT	Judicial Court Personnel	2.00	1	0.00	0	0.00	0	2.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	4.00	1	0.00	0	0.00	0	4.00	1
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,480.00	296	0.00	0	(15.00)	3	1,465.00	299
SB41JCSF	Justice Court Support Fund	7,400.00	296	0.00	0	(75.00)	3	7,325.00	299
SB41LAF	Language Access Fund - LGC 135.155	888.00	296	0.00	0	(9.00)	3	879.00	299
SB41SCF	State Consolidated Fee	399.00	19	0.00	0	0.00	0	399.00	19
SCF	State Comptroller Fee/Fine	250.00	1	0.00	0	0.00	0	250.00	1
SWF	State Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
TCC	Truancy Court Cost (HB2398)	100.00	2	0.00	0	0.00	0	100.00	2
TCCF	Truant Conduct Contempt Fine - Child	225.00	5	0.00	0	0.00	0	225.00	5
TLF	OMNI Fee - State	30.00	1	0.00	0	0.00	0	30.00	1
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
UFA	Uniform Traffic Act (TC 542.403)	3.00	1	0.00	0	0.00	0	3.00	1
WEEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	5.00	1	0.00	0	0.00	0	5.00	1
WRIT	Writ Fee	5.00	1	0.00	0	0.00	0	5.00	1
WSF2	Constable #2 - Writ Service Fee	400.00	2	0.00	0	0.00	0	400.00	2
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		64,843.66	2,228	219.00	2	(318.00)	11	64,744.66	2,241

Commissioners Court - Regular Session**19.****Meeting Date:** 08/13/2024

Justice of the Peace 4 July 2024 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM JULY 2024

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 11:55 AM

Started On: 08/08/2024 11:49 AM

**IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE**

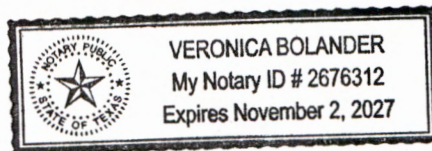
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

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



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

This 7th day of August 2024, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

Final Totals		Fee Totals	Transaction Totals
Total Payments		98,766.00	98,766.00
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		98,766.00	98,766.00
Tender Method Summary			
Tender Types	Cash	9,926.72	9,926.72
	Cashier's Check	5,501.78	5,501.78
	Certified Payments Credit Card	42,418.24	42,418.24
	Check	1,757.00	1,757.00
	Credit Card	23,296.01	23,296.01
	E-File Credit Card	15,240.25	15,240.25
	Money Order	626.00	626.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	100.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	849.18
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	371.15
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	10,680.90
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	10,520.00
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1.28
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	209.20
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	844.02
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	41,279.70
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	792.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	4,033.53
0100 - General Fund Total:		69,680.96
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	0.53
0361 - JP Security Fund Total:		0.53
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	56.08
0365 - Child Safety Fund Total:		56.08
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	0.70
0369 - JP-4 Truancy Program Fund Total:		0.70
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,320.00
0370 - Alternate Dispute Resolution Fund Total:		1,320.00
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	0.56
0372 - Justice Court Technology Fund Total:		0.56

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	0.28
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	5.56
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	17,738.98
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	525.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.56
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	0.84
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	326.23
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,074.02
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.28
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	147.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,884.94
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	3.48
0399 - State Agency Fund Total:		27,707.17
Fee Totals for All Funds:		98,766.00

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	1.28	1	0.00	0	0.00	0	1.28	1
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	31.19	7	0.00	0	0.00	0	31.19	7
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	307.06	74	0.00	0	0.00	0	307.06	74
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	39.35	8	0.00	0	0.00	0	39.35	8
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	19.17	4	0.00	0	0.00	0	19.17	4
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,042.53	250	0.00	0	0.00	0	1,042.53	250
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	17,738.98	342	0.00	0	0.00	0	17,738.98	342
2020CDF	Compliance Dismissal Fine	280.00	28	0.00	0	0.00	0	280.00	28
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	269.83	29	0.00	0	0.00	0	269.83	29
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	4,033.53	344	0.00	0	0.00	0	4,033.53	344
2020LTF	Local Traffic Fine (TC 542.403)	364.45	140	0.00	0	0.00	0	364.45	140
2020STF	State Traffic Fine (TC 542.4031)	6,074.02	140	0.00	0	0.00	0	6,074.02	140
2020TPF	Time Payment Fee CCP 102.030	844.02	86	0.00	0	0.00	0	844.02	86
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	177.31	5	0.00	0	0.00	0	177.31	5
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	0.70	1	0.00	0	0.00	0	0.70	1
CB	Cash Bond	100.00	1	0.00	0	0.00	0	100.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	5.56	1	0.00	0	0.00	0	5.56	1
CCOP	Civil Copies	10.25	10	0.00	0	0.00	0	10.25	10
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	41,130.70	331	149.00	2	0.00	0	41,279.70	333
CHS	Courthouse Security Fee (CCP 102.017)	0.42	1	0.00	0	0.00	0	0.42	1
CHSJC	JP Security Fee (CCP 102.017)	0.11	1	0.00	0	0.00	0	0.11	1
CJS	Criminal Judicial Support Fee (LGC 103.105)	0.84	1	0.00	0	0.00	0	0.84	1
COLLFEE	Collection Agency Fee	849.18	13	0.00	0	0.00	0	849.18	13
CONT4	Constable Service Fee Pct #4	7,120.00	74	0.00	0	0.00	0	7,120.00	74
COPIES	Certified Copies	4.50	1	0.00	0	0.00	0	4.50	1

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: 07/01/2024 - 07/31/2024 Case Categories: Civil; Criminal
Locations: JP4

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

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CRFEEOVER	Criminal Overpayment Fee	0.00	3	0.00	0	0.00	0	0.00	3
CSSF	Child Safety School Fee (CCP 102.014(c))	56.08	3	0.00	0	0.00	0	56.08	3
DDF	Deferred Disposition Fee	2,102.32	28	0.00	0	(149.00)	2	1,953.32	30
FNTC1	Child Safety Seat Fine Trauma Center	147.00	2	0.00	0	0.00	0	147.00	2
IDF	Indigent Defense Fee (LGC 133.107)	0.28	1	0.00	0	0.00	0	0.28	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	0.56	1	0.00	0	0.00	0	0.56	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	0.56	1	0.00	0	0.00	0	0.56	1
JTP	Juvenile Truancy Program (CCP 102.0174)	0.70	1	0.00	0	0.00	0	0.70	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,320.00	265	0.00	0	0.00	0	1,320.00	265
SB41JCSF	Justice Court Support Fund	6,600.00	265	0.00	0	0.00	0	6,600.00	265
SB41LAF	Language Access Fund - LGC 135.155	792.00	265	0.00	0	0.00	0	792.00	265
SB41SCF	State Consolidated Fee	525.00	25	0.00	0	0.00	0	525.00	25
SFC4	Service/Arrest Fee - Const. 4	0.70	1	0.00	0	0.00	0	0.70	1
SFMCWV	State Fine - Motor Carrier Weight Violation	2,884.94	7	0.00	0	0.00	0	2,884.94	7
TP	Time Payment Fee	3.48	1	0.00	0	0.00	0	3.48	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	0.28	1	0.00	0	0.00	0	0.28	1
TPWF	Texas P&W Fine	371.15	4	0.00	0	0.00	0	371.15	4
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WF	Warrant Fee	6.97	1	0.00	0	0.00	0	6.97	1
WPOSS	Writ of Possession	80.00	16	0.00	0	0.00	0	80.00	16
WSF4	Constable #4 - Writ Service Fee	3,400.00	17	0.00	0	0.00	0	3,400.00	17
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		98,766.00	2,807	149.00	2	(149.00)	2	98,766.00	2,811

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 7/01/2024-7/31/2024

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$4,033.53	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,411.74		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,440.55		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$1,152.44		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$28.80		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$4,033.53	\$4,033.53			100.000000%
Collected	\$4,033.53				

Commissioners Court - Regular Session

20.

Meeting Date: 08/13/2024

Agreement between Junior Leage and WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on an agreement between the Junior League of Austin and Williamson County Regional Animal Shelter.

Background

The Junior League would like to partner with the Williamson County Regional Animal Shelter through volunteering and a \$7,000 investment.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Junior League Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 08/05/2024

Reviewed By

Becky Pruitt

Date

08/05/2024 04:13 PM




Started On: 08/05/2024 11:14 AM

— THE —
JUNIOR LEAGUE
 OF AUSTIN
 — ★ —

Community Project Contract Checklist

COMMUNITY PROJECT INFORMATION	
Organization Name:	Williamson County Regional Animal Shelter
Address:	1855 SE Innerloop, Georgetown, TX, 78626
Telephone Number:	(512) 943-3322

CHECKLIST/DEADLINES		
<input type="checkbox"/>	Signed contract due to The Junior League of Austin	May 31, 2024
<input type="checkbox"/>	Submit the Volunteer Preparation Form, including: <ul style="list-style-type: none"> • Listing of staff related to each volunteer opportunity (Section 5, Reports) • Plan for recognizing The Junior League of Austin in publicity and communications (Section 7, Publicity) • Calendar of 2024-2025 meetings of the Board of Directors (Section 10, Board Attendance) 	June 30, 2024
<input type="checkbox"/>	Submit Copy of Insurance (Section 9 – Insurance and Indemnity)	June 30, 2024

	Grant Funds distributed by Junior League of Austin (upon receipt of executed contract, proof of insurance and volunteer preparation form, and upon initial engagement of Junior League of Austin volunteers)	July 1 through October 31, 2024
	Mid-year report due	December 1, 2024
	Final report due	May 15, 2025

COMMUNITY PROJECT CONTRACT
Williamson County Regional Animal Shelter

This Project Contract ("Contract") is entered into by and between **THE JUNIOR LEAGUE OF AUSTIN**, a Texas non-profit corporation (the "Junior League"), and **Williamson County Regional Animal Shelter**, an organization exempt from taxes under Section 115 or 501(c)(3) of the Internal Revenue Code or the doctrine of governmental immunity (the "Organization").

1. **TERM**. Except as otherwise provided herein, the term of this Contract shall commence on June 1, 2024, and terminate on May 31, 2025.
2. **PURPOSE**. The purpose of this Contract is for the Junior League to work with Williamson County Regional Animal Shelter (the "Project") on the terms set forth herein.
3. **FINANCE**. The Junior League agrees to contribute to the Organization the sum of **\$7,000.00** ("Grant Funds"), **which Grant Funds shall be used by the Organization solely** for the benefit of the Project and as described on Exhibit A hereto. The Grant Funds will be disbursed by the Junior League upon the last to occur of: (a) full execution of this Contract; (b) receipt by the Junior League of proof of insurance and volunteer preparation form; (c) upon initial engagement of Junior League of Austin volunteers; and (d) July 1, 2024. All contributions of Grant Funds are contingent upon the Junior League being reasonably satisfied that all donated Grant Funds will be used for the purposes set forth herein and receipt of both a mid-year and final report from the Organization. Should the Organization fail to use the Grant Funds as indicated herein without prior written approval, fail to submit the mid-year and final report outlining how Grant Funds were expended, or fail to reasonably honor the volunteer expectations outlined herein by December 31, 2024, the Organization waives and relinquishes any rights to any such contribution and may be required, at the election of the Junior League, to repay the full amount of the Grant Funds.

4. VOLUNTEERS. The Junior League's funding is contingent upon the Organization providing volunteer opportunities for the Project which is the subject of this Contract. The Junior League agrees to provide volunteers for the Project which is the subject of this Contract in one or more of the following capacities: **Adoption Lobby Volunteer Cat Socialization, Dog Walker.** The Organization agrees to offer timely and appropriate training and placement for any volunteer so placed and to promptly furnish the Junior League with any information reasonably requested by the Junior League concerning such training and placement. Should volunteer opportunities change from what is described herein, it is the responsibility of the Organization to communicate any changes in writing to the Junior League and make reasonable accommodations to utilize the volunteers placed with them. If the Organization cannot provide and execute a sufficient and agreed-upon plan for Junior League volunteers by December 31, 2024, the Organization may, at the election of the Junior League, be required to repay the full amount of the Grant Funds.

5. REPORTS. The Organization shall provide a listing of staff to be associated with each volunteer opportunity including, at least, the executive director, a volunteer coordinator and any other related staff of the Organization. The listing shall be provided to the Junior League by no later than June 30, 2024.

The Organization shall complete a mid-year written report or online survey concerning the Project which is the subject of this Contract to the Junior League by December 1, 2024.

The Organization shall complete a written final report or online survey concerning the Project which is the subject of this Contract to the Junior League by May 15, 2025.

6. RECORDS. The Junior League shall be entitled upon request to a copy of any certified or uncertified financial statements or budget of the Organization and shall be entitled, upon request, to examine the financial records of the Organization upon reasonable notice during regular business hours.

7. PUBLICITY: The Organization agrees to recognize the Junior League in any and all publicity it produces, purchases, or contracts for which specifically refers to the Project and to furnish a copy of all such publicity to the Junior League; unless such publicity materials or opportunities do

not refer to any partners, donors or other sponsors of the Project. Where reasonable in light of other constraints, the Organization will include The Junior League's logo, including the words "A Project of The Junior League of Austin", in publicity for the project for which The Junior League provides volunteers. The Organization will submit its plan for recognizing The Junior League as a partner on its website, social media, and through other publicity or communications opportunities by June 30, 2024, and shall provide evidence to The Junior League in the mid-year and final reports to indicate its compliance with this provision of the Contract. If it is impractical or overly burdensome for the Organization to publicly recognize and promote The Junior League's contribution or participation in the Project, the Organization shall provide The Junior League with a written statement by June 30, 2024, stating why it is impractical or overly burdensome to comply with the provision. The Organization shall remove and cease to use the Junior League's logo upon the expiration or termination of this Contract or promptly following a request of the Junior League prior to the termination of the Contract.

8. REVIEW AND TERMINATION. The Junior League may, in its sole discretion, review the performance of the Organization under this Contract and withdraw some or all of its volunteers, terminate this Contract, or exercise other remedies if the Junior League reasonably determines (i) that the Organization's obligations hereunder are not being performed in accordance with the terms hereof, (ii) that continued performance of this Contract might jeopardize the Junior League's tax-exempt status, (iii) that continued performance of this Contract might adversely affect the Junior League's reputation in the community or (iv) that continued performance of this Contract exposes Junior League volunteers to unsafe conditions or situations, as determined in the Junior League's sole discretion. Such termination shall be effective as of the date of termination stated in the notice, which date shall be at least thirty (30) days after the date of the notice, except a termination pursuant to Section 8(iv), which shall be effective immediately upon notice. Upon termination of the Contract, neither party shall have any obligation for future performance hereunder, but neither party shall be relieved of any failure to perform obligations due or incurred prior to the termination date. After notice of termination is provided, no right to reimbursement or

payment shall exist except for those expenses thereafter approved in writing in advance by the Junior League.

9. INSURANCE AND INDEMNITY. The Organization, at all times during the term of its partnership with the Junior League, agrees to purchase, at the Organization's sole cost and expense, and maintain in full force a comprehensive general liability insurance policy which includes the following terms: written on an occurrence basis; issued by a Texas licensed insurance company reasonably satisfactory to the Junior League; with limits of at least \$1,000,000 combined single limit per occurrence for death, bodily injury and/or damage to property; with the Junior League, its members, officers, directors, and employees named as additional insureds; and such policy cancelable with respect to the Junior League only upon thirty (30) days prior written notice to the Junior League. The Organization will furnish the Junior League with evidence of such coverage upon execution of this Contract and evidence of all renewals thereof, together with proof of payment of all premiums at least ten (10) days prior to the expiration of any such coverage. Without limiting the foregoing, the Organization does hereby also agree to indemnify, defend and hold harmless the Junior League and its members, officers, directors, and employees of and from any and all third party claims, demands, actions, causes of action, liabilities, and expenses (including attorneys' fees and all other reasonable expenses of litigation or defense against claims) arising out of or related to any and all obligations of the Junior League under this Contract, and any acts or failure to act by any Junior League member in connection with any volunteer placement under this Contract. Notwithstanding the foregoing, this Section 9 shall not apply to any governmental entity which is prohibited by the Texas Constitution or any state law or regulation from indemnifying the Junior League.

10. BOARD ATTENDANCE. The Organization agrees that one member of the Junior League, selected by the Junior League, shall be entitled to attend all meetings of the Board of Directors of the Organization solely in an advisory capacity and not as a Director during the term of this Contract. The Organization shall provide dates of 2024-2025 meetings of the Board of Directors

to the Junior League by June 30, 2024, to indicate that it has complied with this provision of the Contract.

11. ANTI-DISCRIMINATION. By executing this contract and accepting Grant Funds from the Junior League of Austin, the Organization agrees to the following anti-discrimination statement: The Junior League of Austin and its community partners do not and shall not discriminate on the basis of gender identity, sexual orientation, disability, age, military or veteran status, race, religion or national origin in any of its activities or operations.

12. NOTICES. All notices, requests, and other communication hereunder shall be in writing and shall be deemed sufficiently given if (i) mailed by first class mail, postage prepaid, (ii) hand-delivered, or (iii) sent by electronic mail (with confirmation of receipt) to the respective parties at the addresses set forth below, or at such other address of which the party receiving such notice shall have notified the party giving such notice in writing. Notice deposited in the United States mail in the manner set forth above shall be deemed given effective upon the earlier of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective upon receipt by the party to be notified.

If to the Junior League:

THE JUNIOR LEAGUE OF AUSTIN
5330 Bluffstone Lane
Austin, TX 78759
Attn: Community Vice President
Email: communityvp@jlaustin.org

If to the Organization:

Williamson County Regional Animal Shelter
1855 SE Innerloop
Georgetown, TX 78626
Attn: Misty Valenta
Email: Mvalenta@wilco.org

13. LIMITED LIABILITY. In no event shall the Junior League be liable for incidental, consequential, special, indirect, punitive, or exemplary damages arising out of or relating to this Contract, even if the Junior League has been advised of the possibility of the foregoing. If the Junior League is ever determined to be liable to the Organization under this Contract, its financial liability to the Organization shall not exceed the amount of the undisbursed Grant Funds provided for herein.

14. GOVERNING LAW; VENUE; ASSIGNMENT. This Contract, and any dispute relating to this Contract, whether in tort, in contract, or otherwise, shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Contract, and the venue for all such disputes shall be in Williamson County, Texas. Neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party (other than by operation of law) without the prior written consent of the other party hereto, which consent may not be unreasonably withheld. This Contract will be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

15. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Contract contains the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous arrangement or understanding with respect to that subject matter. There are no oral agreements among the parties hereto. This Contract may not be amended except by a written agreement and signed by an authorized representative of the Junior League and the Organization. Any waiver of any terms or conditions of this Contract by the Junior League shall not be construed as a continuing waiver but shall only apply to the particular matter involved.

16. EXPIRATION. This Contract shall expire and be of no force or effect whatsoever unless it has been fully executed by all parties on or before June 30, 2024.

EXECUTED as of the 1st day of June 2024.


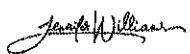
<p>THE JUNIOR LEAGUE OF AUSTIN</p> <p>By: <u></u> <small>HauteMark for Aug 2, 2024 16:51 CDT</small></p> <p>President</p> <p>By: <u></u></p> <p>Treasurer</p>	<p>Williamson County Regional Animal Shelter</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Exhibit A

Use of Grant Funds

- Jane's Fund, a medical care fund for sick and injured animals at the shelter

Commissioners Court - Regular Session

21.

Meeting Date: 08/13/2024

Investment to WCRAS from Best Friends

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting an investment from Best Friends Animal Society for the Williamson County Regional Animal Shelter.

Background

Best Friends Animal Society presented an investment of \$1,000 to the Williamson County Regional Animal Shelter for its exceptional adoption performance in June.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Best Friends Investment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/07/2024 10:55 AM
Form Started By: Misty Valenta		Started On: 08/06/2024 12:53 PM
Final Approval Date: 08/07/2024		

Follow Up

C. ★ Public Profile

Collaborate 0

Williamson County Regional Animal Shelter
Process: 2024 Bring Love Home Challenge

- Contact Info
- Request
- Documents 0

Applicant:

Misty Valenta
mvalenta@wilco.org



Organization:

Williamson County Regional Animal Shelter

74-6000978
512-943-3322
1855 SE Inner Loop
Georgetown, TX 78626 United States

Contact Email History

If your organization information does not appear correct, please contact the funder. Thank you.

- Application
- Follow Up
- FollowUp Packet
- Question List
-

- Due by 08/09/2024 11:59 PM EDT.
- Fields with an asterisk (*) are required.

▼ Basis



Best Friends Animals Society ("BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. BFAS feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Recipient (defined below) is a Texas governmental entity which has submitted a grant request to BFAS requesting to be awarded a grant pursuant to the scope of the program below.

This grant agreement ("Agreement") will govern the terms of the grant (the "Grant"). The parties hereby agree to the following terms and conditions as of the date on which it is fully executed by both parties (the "Effective Date"). Each party shall be referred to herein individually as a "Party," and collectively as the "Parties."

✓ Agreement- Grant Term and Amount

Section 1. Project Description, Grant Amount and Term

The Term of this Agreement, unless terminated pursuant to the language below will be from the date of the last signature below (the "Effective Date") to one year from the Effective Date.

The Grant will be provided in one-time payment with BFAS' obligation to disburse funds conditional upon Recipient's execution of this Agreement via an electronic signature and BFAS receipt of Recipient's IRS Form W-9 by July 29, 2024.

Organization Name

Full Legal Name of the Recipient Organization ("Recipient")

Williamson County Regional Animal Shelter

Organization EIN*

#	746000978
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Grant Amount: \$1,000

✓ Use of Grant Funds

Section 2. Commitment from Recipient to BFAS

A. Submit monthly data reporting through the Shelter Pet Data Alliance platform through the Term of this Agreement.

Section 3. Grant Branding Terms and Promotion

Recipient shall coordinate with BFAS regarding the promotion of the Grant. The Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the Grant and identify Recipient by name. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Recipient shall reasonably cooperate with BFAS network staff, volunteer team leaders, and news or magazine writers in the production of such news content. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express written permission of the other Party.

Section 4. Grant Recipient Representations and Warranties Recipient represents and warrants as follows:

- A. Recipient is a qualified 501(c)(3) entity or government organization and is and will continue to be a BFAS Network Partner during the Term of this Agreement.
- B. Recipient represents that Recipient fulfilled each of the requirements for the Bring Love Home Challenge as set forth in Exhibit A attached hereto.
- C. Recipient acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Recipient hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Recipient which, if determined adversely, would have a material effect on Recipient's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Recipient which involve animal neglect or abuse.
- E. The individual signing this Agreement on behalf of Recipient is legally competent to enter into this Agreement duly authorized to do so by the Recipient.

Section 5. Grant Restrictions

Recipient specifically agrees that no portion of the Grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 6. Termination

Recipient may terminate this Agreement upon providing ten (10) business days written notice to BFAS in the event of the following events of default:

- (i) By its actions or statements, BFAS materially harms Recipient as determined by Recipient in its reasonable judgment;
- (ii) BFAS files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

BFAS may terminate this Agreement upon providing ten (10) business days written notice to the Recipient in the event of the following events of default:

- (i) By its actions or statements, Recipient materially harms BFAS as determined by BFAS in its reasonable judgment;
- (ii) Recipient files for bankruptcy, sells, assigns, or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
- (iii) Recipient fails to perform its commitments as set out in this Agreement.

Section 7. Non-Disparagement

During the Term of this Agreement and for one year after this Agreement's termination, Recipient agrees to take reasonable commercial measures to ensure that its representatives and Recipient's official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring BFAS into disrepute.

Section 8. Release

To the full extent permitted by applicable law, Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the Grant and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors, and assigns (the "Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from its programs. Recipient releases the Releasees from all liability arising from any work or activities related to this Grant.

Recipient understands this Agreement discharges the Releasees from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant. To the full extent permitted by applicable law, Recipient releases the Releasees for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this Grant.

Section 9. Responsibility for Actions

Recipient agrees to be responsible for its own liability or losses if any. Notwithstanding any limitation in this Agreement, and to the fullest extent permitted by law, if the Recipient contracts with any other contractor or vendor for any part of the work required under this Agreement, then the Recipient shall incorporate into its contract with such contractors or vendors a provision that states the Recipient's contractors shall defend and hold harmless both BFAS and Recipient for and against any and all suits

or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the Recipient's contractors' actions or the goods or services acquired hereunder from the Recipient's contractors or caused in whole or in part by any act or omission of the Recipient's contractors, or their subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. If an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. The Recipient's contractors shall be given timely written notice of any suit or claim. The Recipient's contractors' obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. The obligations of this section shall survive termination, cancelation, or expiration of the Parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either Party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means BFAS and all its respective board members, officers, agents and employees.

Section 10. Survival of Terms

The releases and indemnification obligations are perpetual. The Non-Disparagement clause survives for one year following this Agreement's termination.

Section 11. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 12. Other Terms

The provisions in this Agreement bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency, or joint venture between BFAS and Recipient. Neither Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. Neither Party has authority to bind the other to any contractual or other agreements and in no event shall either Party represent or hold itself out as acting on behalf of the other Party hereto.

By signing below, Recipient and BFAS acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. They agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Acceptance of Terms and Conditions*

This grant is conditional upon Recipient's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Recipient agrees to accept and comply with the stated terms and conditions of this grant.

- ☒ I Accept Grant Terms and Conditions
☐ I Decline Grant Terms and Conditions

AUTHORIZED SIGNATURE

By typing in my Name, Title, and Date in the spaces below, and clicking submit, I confirm that I am an authorized representative of Network partner and intend to affix my electronic signature to FY 2024 HOME Challenge Grant Agreement- TX, with the intent to be bound thereby.

The authorized representative agrees that the representative's electronic signatures is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Full Name*

Title*

Date*

	<input type="text"/>
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Best Friends Animal Society

✓ Exhibit A

Bring Love Home Challenge Participation Requirements

1. Recipient completed and submitted to BFAS the required registration form by May 8, 2024.
2. Recipient completed and submitted to BFAS the required challenge report form by July 12, 2024.
3. Recipient has a Shelter Pet Data Alliance account and is current on data submission and sharing through the month of June 2024
4. Recipient hosted a minimum of at least one (1) Bring Love Home adoption and foster event during June 2024 (such event must have lasted for a minimum of one (1) day).
5. Recipient piloted one or two open adoption and foster practices, that Recipient was not already doing prior to April 15, 2024, for the duration of June 1, 2024 – June 30, 2024 (details and options below) as reported on the challenge report.
6. Recipient demonstrated a year-over-year increase in total animals adopted and fostered between June 2023 and June 2024 as reported on the challenge report.

Open adoption and foster practices options:


Did at least ONE of the following that the organization was not doing prior to April 15, 2024 for the full month of June 2024:

- Offer Same Day Adoptions and Fosters
- Waive Adoption Fees for cats and dogs
- Increase open adoption and foster pick up hours (at least 2 weeknights until 7pm and at least 4 hours on both weekend days)
- Pre-availability matchmaking for pets on stray hold
- Implement a conversation-based adoption and foster process and remove barrier questions on adoption application (Eliminate vet checks, fence checks, background checks, income verifications, reference checks, and family makeup questions)
- Start a foster program and get 10% of your population into foster or increase existing foster program placements by 30% year over year

OR

Did at least TWO of the following that the organization was not currently doing prior to April 15, 2024 for the full month of June 2024:

- Eliminate home checks and landlord checks for adopters and fosters
- Implement multi-lingual adoption and foster applications and provide your customer service staff with electronic translator devices
- Reduce adoption fees for all cats and dogs by at least 25%
- Remove ID requirement or meaningfully broaden options to meet ID requirement on adoption application
- Allow fosters to market their pets
- Allow walk in adoptions and fostering (remove appointment requirement)

 Due by 08/09/2024 11:59 PM EDT.

Save Follow Up

Submit Follow Up

Commissioners Court - Regular Session**22.****Meeting Date:** 08/13/2024

ISKCON Vehicle Reimbursement Agreement for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with ISKCON of Round Rock for off-duty contracting of County Sheriff Deputies to be effective August 13, 2024.

Background

This agreement gives permission for ISKCON of Round Rock to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for general security and traffic control at their event on August 26th at 4305 Sam Bass Road in Round Rock. This agreement will terminate on September 30, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ISKCON

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 08/07/2024

Reviewed By

Becky Pruitt

Date

08/07/2024 10:54 AM

Started On: 08/05/2024 04:06 PM

STATE OF TEXAS	§	VEHICLE REIMBURSEMENT
	§	AGREEMENT WITH
	§	NON-GOVERNMENTAL
	§	ORGANIZATION
	§	REGARDING OFF-DUTY
COUNTY OF WILLIAMSON	§	CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on August 13, 2024 and shall terminate on September 30, 2024. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.
5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$ 13.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

11. 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: ISKCON of Round Rock

Signature: [Signature]

Printed Name: SUNEET GANDHI

Title: VOLUNTEER

Date: August 5, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: [Signature]

Date: August 5, 2024

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
REGARDING COUNTY-VEHICLE USE
DURING OFF-DUTY SERVICES OF
COUNTY DEPTUIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: _____, 20____

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**23.****Meeting Date:** 08/13/2024

Approval of Agreement #2024262 for Construction Services for Fiber Upgrade Inner loop Annex to Tax Office with BryComm, LLC 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 Proposal #2024262 between Williamson County and Brymer Communication Services, LLC. dba BryComm, LLC. for fiber upgrade from Inner Loop Annex to Tax Office relocation for a total amount of \$46,409.00, pursuant to DIR contract #DIR-CPO-4777, and authorize the execution of the proposal. The funding source is P537.

Background

This agreement for construction services is a change order for the underground work that was required by Oncor due to the poles being unusable at the Williamson County Inner Loop Annex to Tax Office. Funding source: P537; 2021 CIP; Task 4.1. The department point of contact is Rory Tierney. This is a publicly traded vendor. A 1295 form will not be needed.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement and quote for Brycomm

Form Review**Inbox**

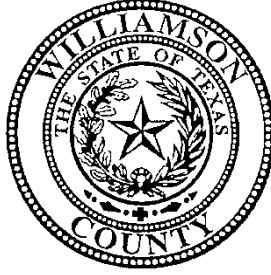
Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Koren Shannon
Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

08/07/2024 04:42 PM
08/08/2024 08:18 AM
Started On: 08/05/2024 12:12 PM



Agreement for Construction Services

(Cooperative Contract # DIR-CPO-4777)

This Agreement for Construction Services ("Agreement") between **Williamson County, Texas**, a political subdivision of the State of Texas ("Owner") and **Brymer Communication Services, LLC dba BryComm LLC** ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of **Fiber Upgrade Inner Loop Annex to Tax Office** (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 **Forty-Six Thousand Four Hundred Nine Dollars (\$46,409.00)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Fifteen (15) 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 **Fifteen (15) 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 (\$500.00) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.
- 4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

- 6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.
- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

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

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

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
.3	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Commercial	

General Liability
(including premises,
completed operations
and contractual) \$1,000,000

Aggregate policy limits: \$2,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
----------	------------	----------------

Bodily injury (including death)	\$1,000,000	\$1,000,000
------------------------------------	-------------	-------------

Property damage	\$1,000,000	\$1,000,000
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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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 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 #DIR-CPO-4777; 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 # DIR-CPO-4777; 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:

BRYMER COMMUNICATION SERVICES,
LLC dba BRYCOMM LLC

By:  _____
65ACEBE2040D447...

Printed Name: Geri Smith _____

Title: Director of operations _____

Date: 7/31/2024 _____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 01 2024 Time: 10:39 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 01 2024 Time: 9:36 am

Exhibit “A”

Plans and Specifications



Williamson County
TX

DIR CONTRACT
NUMBER:
DIR-CPO-4777



96 Strand Upgrade – Inner Loop Annex to Tax Office - UG/Aerial SOW

Prepared by:
Chris Gonzales
chris.gonzales@brycomm.com
O: 512-712-4008
M: 512-569-5309
Date: 7-31-24

Submit Contracts & PO's to: chris.gonzales@brycomm.com

BRYCOMM, LLC – WELL CONNECTED!



We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name: 96 Strand Upgrade – Inner Loop Annex to Tax Office

Scope of Work: Aerial and Underground OSP Construction

Work:

Estimated By: Chris Gonzales

Submit Contracts & PO's to: chris.gonzales@brycomm.com

I. SCOPE OF WORK

Underground/Aerial Construction:

1. Directional bore 2-2" conduits $\pm 1,085'$ along S. Austin Ave. between existing ONCOR pole# 2833/353/2162 and 2833/354/7364.
2. Install (1) 24'x36"x18" pull box off set by $\pm 10'$ from proposed riser pole #2833/353/2162
 - o Open trench and excavate $\pm 10'$ from pull box to proposed riser pole.
 - o Tie in 2-2" conduits into the pull box and stub up the proposed riser pole.
 - o Backfill the open trench with existing spoils.
3. Install (1) 24'x36"x18" pull box off set by $\pm 10'$ from proposed riser pole #2833/354/7364
 - o Open trench and excavate $\pm 10'$ from pull box to proposed riser pole.
 - o Tie in 2-2" conduits into the pull box and stub up the proposed riser pole.
 - o Backfill the open trench with existing spoils.
 - o Backfill with existing spoils.
4. Provide labor, bucket truck and materials to perform comm make ready moves per Oncor Make Ready Request #2647-042

Clarifications/Exclusions:

1. Redline as-builts to be provided upon completion.
2. Single lane closures included where required.
3. Proposal does not include engineered traffic control plans.

II. PRICING SUMMARY:

Scope of Work		Cost
270000	96 Strand Upgrade – Inner Loop Annex to Tax Office	\$ 46,409.00
TOTAL:		\$ 46,409.00

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.



Chris Gonzales

Division Manager - OSP

O: 512-712-4008 x126 | M: 512-569-5309

www.brycomm.com



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					
7/3/24		24-0732		DIR-CPO-4777					
PROJECT ADDRESS				PROJECT DESCRIPTION					
Williamson county, TX 78626				Inner loop To Tax Office					
LABOR DESCRIPTION				QTY	UOM	LIST PRICE	ZONE 1 DISC.	COST	TOTAL
ITEM #	LABOR								
						-	0%	-	
						-	0%	-	
AERIAL OSP LIN	Lineman			40	hr.	\$107.14	30%	\$75.00	\$3,000.00
AERIAL OSP FRM	Crew Foreman			40	hr.	\$107.14	30%	\$75.00	\$3,000.00
HC-OSP-014	Bucket Truck Usage			40	hr.	\$107.14	30%	\$75.00	\$3,000.00
UC-OSP-108	Mini Excavator			70	hr.	\$105.00	30%	\$73.50	\$5,145.00
UC-OSP-107	Operator			70	hr.	\$65.00	30%	\$45.50	\$3,185.00
MGMT SVCS SPM	Sr. Project Manager			20	hr.	\$150.00	30%	\$105.00	\$2,100.00
INSTALLOF FOC ET	Entry Level Technician			10	hr.	\$139.29	30%	\$97.50	\$975.00
DESIGN SVCS L3	Design Level 3			10	hr.	\$141.43	30%	\$99.00	\$990.00
DESIGN SVCS L4	Sr. Consultant			10	hr.	\$161.43	30%	\$113.00	\$1,130.00
				LABOR SUB-TOTAL:					\$22,525.00
	MATERIAL DESCRIPTION			QTY	UOM	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #									
						-	-	-	
						-	-	-	-
						-	-	-	-
84	CARLON: 24X36X30 PG STACKABLE BOX			2	ea	\$2,051.22	18%	\$1,682.00	\$3,364.00
91	CARLON: 2" PVC COND 10FT			180	ea	\$136.59	18%	\$112.00	\$20,160.00
92	CARLON: 2" PVC COUPLER			8	ea	\$51.22	18%	\$42.00	\$336.00
93	CARLON: 2" PVC 90 DGR			4	ea	\$17.50	18%	\$6.00	\$24.00
						-	-	-	-
						-	-	-	-
				MATERIAL SUB-TOTAL:					\$23,884.00
				TOTAL:					\$46,409.00

Commissioners Court - Regular Session**24.****Meeting Date:** 08/13/2024

Approval of Agreement for Construction Services with Falkenberg Construction Co., Inc. for the Justice Center IT Room Renovation 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, #2024261, with Falkenberg Construction Co., Inc. for the Justice Center IT Room Renovation for Facilities Management, in the amount of \$20,439.25, pursuant to Cooperative Purchasing – BuyBoard Contract No. 728-24, and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co., Inc. relates to the Justice Center IT Room Renovation project located at 405 Martin Luther King Jr St, Georgetown, TX 78626. 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
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Attachments

Agreement for Construction Services

Form 1295 - Falkenberg Construction Co., Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Stacian Williams

Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton

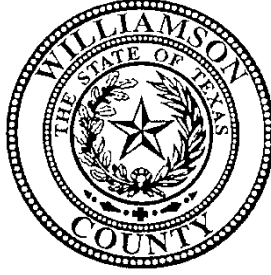
Becky Pruitt

Date

08/07/2024 04:10 PM

08/08/2024 08:16 AM

Started On: 08/05/2024 09:46 AM



Agreement for Construction Services

(Cooperative Contract #728-24)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Falkenberg Construction Co., 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 Justice Center IT Room Renovation (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Twenty Thousand Four Hundred Thirty-Nine Dollars and 25/100 (\$20,439.25)** 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 **thirty (30) 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 policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

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

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

- 11.1.3** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

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

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

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

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

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

- 1. This Agreement between County and Contractor;
- 2. Exhibit “A” – Plans and Specifications;
- 3. Addenda issued prior to the Effective Date of this Agreement;
- 4. Cooperative Contract #BuyBoard 728-24; 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 #BuyBoard 728-24; 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:

Falkenberg Construction Co., Inc.

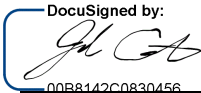
By:  _____
Printed Name: John Castro
Title: President
Date: August 2, 2024 | 13:12 CDT

Exhibit “A”

Plans and Specifications

Justice Center IT Room Renovation 405 MLK Street, Georgetown, TX 78626

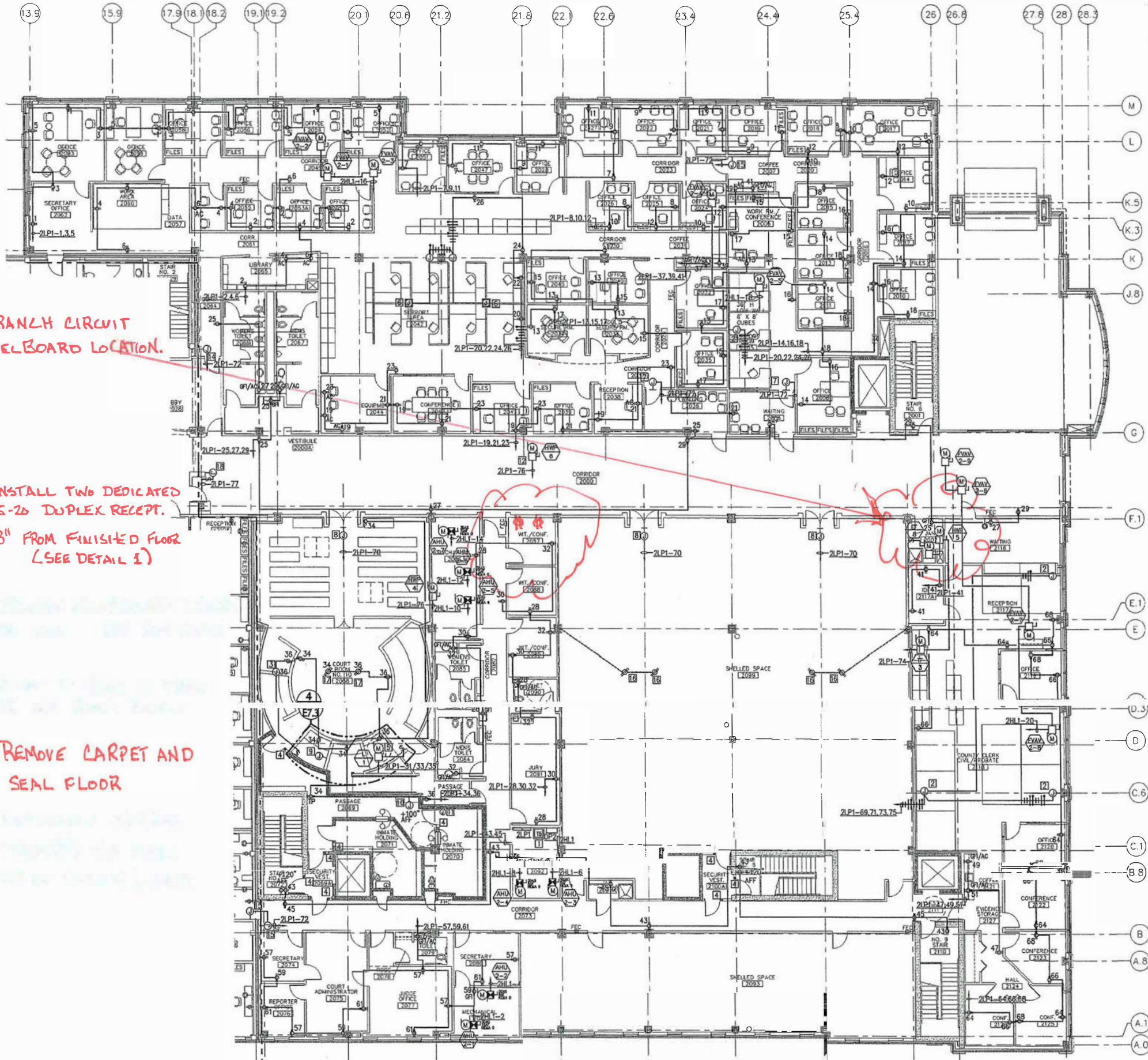
Scope of Work:

1. Install (2) dedicated 120v 20A circuitry to feed (2) quad 120v receptacles at 18” AFF. center of the device box located in the Witness Conference 285 Rm
2. Provide (1) Emt raceway from Janitor/ Electrical Room 2BR to the Witness Conference 285 RM
3. Demo (1) “Existing” Datacom box, remove and coil up the CAT6e cables and leave above ceiling.
4. Demo Existing & Install New(2) “NEW” CPX LED 2x4’ flat panel LED fixtures to replace the 2x4’ existing parabolic fixtures located on the 2nd floor IDF room identified by the WILCO building system engineer.
5. Remove existing carpet in 10' X10' area
6. Scrape the surface using floor scrapers to remove loose material.
7. Patch cracks and divots as needed.
8. Dustless diamond grinding of the existing surface to prepare for proper coating adhesion featuring HEPA vacuum filtration.
9. Apply 100% solids moisture block epoxy primer product.
10. Sand and clean moisture vapor epoxy after it’s cured to prepare for the pigmented epoxy application.
11. Apply pigmented epoxy primer product.
12. Allow the epoxy to dry, return to sand, and clean the epoxy coating to prep for the sealer coat.
13. Apply one (1) coat of pigmented high-performance polyurethane sealer coat.
14. Daily Clean
15. Final Clean

Exhibit A

JUSTICE CENTER NORTH 2ND FLOOR NEW IDF ROOM 2087

6/12/2024 D.S.



GENERAL NOTES:

- COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT AND ACCESSORIES WITH APPLICABLE TRADES.
- CONDUIT RUNS AND DEVICES IN THE DEMISING WALL BETWEEN THE SHELL SPACE AND ADJACENT AREAS SHALL BE RUN VERTICALLY IN THE COLUMNS AND HORIZONTALLY ABOVE 8'-6" AFF.
- WALL MOUNTED RECEPTACLES SHALL BE INSTALLED AT +15" AFF TO CENTERLINE OF DEVICE, U.N.O.

KEYED NOTES:

- G.C. SHALL PROVIDE 4" HIGH CONCRETE HOUSEKEEPING PAD 1' LARGER IN DIMENSION THAN EQUIPMENT TO BE PLACED.
- PROVIDE POWER CONNECTIONS FROM WALL MOUNTED J-BOXES TO MODULAR FURNITURE VIA LIQUID TIGHT FLEXIBLE METAL CONDUITS. VERIFY CIRCUIT AND WIRING ARRANGEMENTS AND TERMINATION LOCATIONS WITH MODULAR FURNITURE SUPPLIER.
- PROVIDE 120V, 20A POWER CONNECTION ABOVE CEILING FOR ELECTRICAL OVERHEAD PROJECTION SCREEN. CONTROL VIA UP/DOWN FLUSH MOUNTED, LINE VOLTAGE WALL SWITCH IN CLERK'S AREA.
- PROVIDE 1" CONDUIT FROM ABOVE CEILING TO STRIKE SIDE OF DOOR JAMB FOR WIRING OF ELECTRIC DOOR LOCK. COORDINATE EXACT LOCATIONS AND REQUIREMENTS WITH DIVISION 8 AND SECURITY CONTRACTOR PRIOR TO STARTING WORK. REFER TO DETAIL 12/E7.2.
- PROVIDE 208 VOLT, 3A, 15A BRANCH CIRCUIT FOR WITNESS BOX LIFT AT +8" ABOVE PIT FLOOR. PROVIDE ALL CONDUIT, JUNCTION BOXES, AND WIRING BETWEEN PIT, CONTROL PANEL AND ACTIVATION SWITCH. PROVIDE J-BOX ADJACENT TO WITNESS STAND FOR KEY ACTIVATED UP/DOWN CONTROL SWITCH FURNISHED BY LIFT MANUFACTURER. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER AND APPLICABLE TRADES.
- PROVIDE POWER CONNECTIONS FROM DIVIDED FLOOR BOX TO MODULAR FURNITURE VIA LIQUID TIGHT FLEXIBLE CONDUITS. FLOOR BOX SHALL BE EQUAL TO THOMAS & BETTS 642P WITH 642P-CACB, P-64-3/4 AND P-64-1 COVERPLATES. VERIFY CIRCUITING WIRING ARRANGEMENTS AND TERMINATION LOCATIONS WITH MODULAR FURNITURE SUPPLIER.
- PROVIDE 120V, 20A BRANCH CIRCUIT TO ELECTRIFIED DOOR HARDWARE POWER SUPPLY. PROVIDE CONDUITS BETWEEN POWER SUPPLY, PUSH BUTTON AND ELECTRIC STRIKE IN DOOR JAMBS. COORDINATE WITH DIVISION 8 CONTRACTOR. REFER TO DETAIL 13/E7.2.
- PROVIDE 120V, 20A BRANCH CIRCUIT TO ELECTRIFIED DOOR HARDWARE POWER SUPPLY. PROVIDE CONDUITS BETWEEN POWER SUPPLY, KEY SWITCH, POWER TRANSFER EXIT DEVICE AND ELECTRICAL STRIKE IN DOOR JAMB. COORDINATE WITH DIVISION 8 CONTRACTOR. REFER TO DETAIL 10/E7.2.
- PROVIDE POWER CONNECTION TO IN-WALL MOUNTED AMPLIFIER FROM BRANCH CIRCUIT 2LP1-41.
- PROVIDE POWER CONNECTION TO CCTV MONITOR AND MULTIPLEXER BY SECURITY CONTRACTOR. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH APPLICABLE TRADES.
- PROVIDE 120V, 20A POWER CONNECTION TO NEW CCTV CAMERAS. CONNECT TO BRANCH CIRCUIT SERVING THIS AREA THAT IS ABLE TO HANDLE THE ADDITIONAL LOAD.
- IF ALTERNATE #5 IS ACCEPTED, PROVIDE 120V, 20A POWER CONNECTION TO PUMP AS INDICATED.
- PROVIDE ADDITIONAL FOUR FEET LENGTH OF FLEX CONDUIT AT EXISTING ABOVE CEILING JUNCTION BOX FOR FUTURE CONNECTION.
- PROVIDE 120V, 20A BRANCH CIRCUIT TO ELECTRIFIED DOOR HARDWARE POWER SUPPLY. PROVIDE CONDUITS BETWEEN POWER SUPPLY, CARD READER EXIT DEVICE, POWER TRANSFER, AND ELECTRICAL STRIKE IN DOOR JAMB. COORDINATE WITH DIVISION 8 CONTRACTOR. REFER TO DETAIL 7/E7.2.
- PROVIDE 120V, 20A BRANCH CIRCUIT TO ELECTRIFIED DOOR HARDWARE POWER SUPPLY. PROVIDE CONDUITS BETWEEN POWER SUPPLY, CARD READER, EXIT DEVICE, POWER TRANSFER, DELAYED MAGNETIC LOCK, AND ELECTRICAL STRIKE IN DOOR JAMB. COORDINATE WITH DIVISION 8 CONTRACTOR. REFER TO DETAIL 5/E7.2.
- PROVIDE FLUSH FLOOR MOUNTED THREE GANG FLOOR BOX FOR FUTURE USE. RUN EMPTY CONDUITS IN FLOOR SLAB TO NEAREST COLUMN AND STUB-UP +6" AFF FOR FUTURE USE. FLOOR BOX SHALL BE EQUAL TO THOMAS & BETTS #643P.
- PROVIDE FLUSH FLOOR MOUNTED THREE GANG FLOOR BOX WITH ONE NEMA 5-20R RECEPTACLE, ONE CAT5E RJ-45 TELECOMM OUTLET AND ONE MICROPHONE JACK. RUN CONDUITS IN FLOOR SLAB TO NEAREST COLUMN AND STUB-UP TO ACCESSIBLE CEILING SPACE FOR HOMERUNS. FLOOR BOX SHALL BE EQUAL TO THOMAS & BETTS #643P WITH #643P-CACB, (3)P64-DS AND (2) 009-4-710-48-1.
- PROVIDE 120V POWER CONNECTION TO MOTORIZED OVERHEAD COILING FIRE DOOR. COORDINATE EXACT LOCATION AND REQUIREMENTS WITH DIVISION 8 AND 17 CONTRACTORS.

WILLIAMSON COUNTY
JUSTICE CENTER EXPANSION PROJECT
COURTHOUSE ANNEX ADDITION
405 Marlin Luther King Drive
Georgetown, Texas, 78626



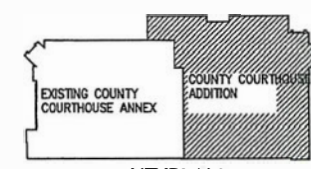
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Durrant
STRUCTURAL ENGINEER:
Mike Capt P.E.
MECHANICAL ENGINEER:
Durrant KBA
ELECTRICAL ENGINEER:
Durrant KBA
CIVIL ENGINEER:
Baker-Albright
LANDSCAPE ARCHITECT:
Hill/Bargholder, Inc.



REVISIONS
11.22.02

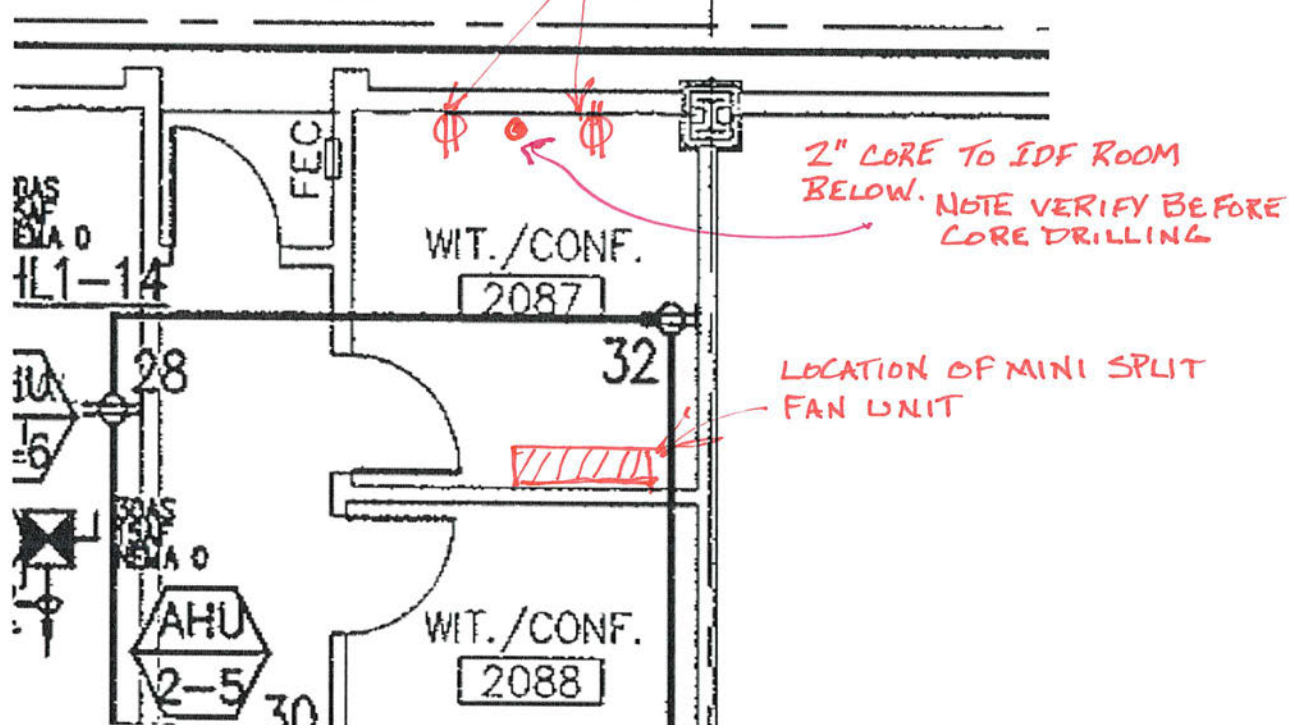
PROJECT NO. 01148.00
DATE 08.26.02
DRAWN BY STG
CHECKED BY JAH
SHEET CONTENTS
SECOND FLOOR ELECTRICAL
POWER PLAN - NORTH
SHEET



KEYPLAN

JUSTICE CENTER NORTH 2ND FLOOR NEW IDF ROOM 20B7 6/12/2024 D.S.

DEDICATED 20 AMP 120 VOLT BRANCH CIRCUITS
FROM PANELBOARD LOCATED IN JANITORS CLOSET
ROOM 2002. ✓ 18" AFF



NOTE: BRANCH CIRCUIT TO BE INSTALLED IN 1/2" EMT MIN. MC CABLE CAN ONLY BE USED AS SINGLE CIRCUIT DROPS DOWN WALLS USING SADDLE CONNECTORS ONLY.

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.



July 30, 2024

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

Proposal No.: [REDACTED]
Reference: Justice Center IT Room Reno
Contract No.: Buy Board 728-24
Attention: Daryl Mutz

We propose to furnish labor, material and equipment for the Justice Center IT Room Reno project for the sum as follows:

Proposal Breakdown		
RS Means Cost		\$20,856.38
Coefficient	0.98	\$417.13
Sub Total		\$20,439.25
Bond	0.0%	\$0.00
PROPOSAL TOTAL		\$20,439.25

Twenty Thousand Four Hundred Thirty-Nine and 25/100 ----- Dollars.

- I. Documents:
 - A. Drawing Numbers:
 - B. Specifications:

II. Scope of Work:

Install (2) dedicated 120v 20A circuitry to feed (2) quad 120v receptacles at 18" AFF. center of the device box located in the Witness Conference 285 Rm

Provide (1) Emt raceway from Janitor/ Electrical Room 2BR to the Witness Conference 285 RM

Demo (1) "Existing" Datacom box, remove and coil up the CAT6e cables and leave above ceiling.

Demo Existing & Install New(2) "NEW" CPX LED 2x4' flat panel LED fixtures to replace the 2x4' existing parabolic fixtures located on the 2nd floor IDF room identified by the WILCO building system engineer.

Remove existing carpet in 10' X10' area

Scrape the surface using floor scrapers to remove loose material.

Patch cracks and divots as needed.

Dustless diamond grinding of the existing surface to prepare for proper coating adl

Apply 100% solids moisture block epoxy primer product.

Sand and clean moisture vapor epoxy after it's cured to prepare for the pigmented epoxy application.

Apply pigmented epoxy primer product.

Allow the epoxy to dry, return to sand, and clean the epoxy coating to prep for the sealer coat.

Apply one (1) coat of pigmented high-performance polyurethane sealer coat.

Daily Clean

Final Clean

III. Exclusions:

Sales tax, overtime, permit fees

Replacing existing conductors or conduit

Any data work including but not limited to: data cabling, install, demo, or terminations

Abatement

Any division 23 (HVAC) work

Replacing damaged light fixtures

Any Plumbing work

Fireproofing

Temporary Power or lighting

Any work outside of the Scope of Work

Ceiling Grid / Ceiling Tiles

IV. Clarifications:

This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.



Kady Williams
Construction Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1195577

Date Filed:
08/02/2024

Date Acknowledged:

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Williamson County Facilities Management

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

Buy Board 728-24 PO: 607.24
Justice Center IT Room Renovation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	
	Moses , Gomez	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [REDACTED], Grand Prairie TX 75050 USA.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 2 day of August 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

Certificate Number:
2024-1195577

Date Filed:
08/02/2024

Date Acknowledged:
08/05/2024

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

Williamson County Facilities Management

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

Buy Board 728-24 PO: 607.24
Justice Center IT Room Renovation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	
	Moses , Gomez	Grand Prairie, 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**25.****Meeting Date:** 08/13/2024

Approval of RENEWAL #2 for Contract# 22IFB153 - Bulk Fuel- Petroleum Traders Corporation for Fleet Department

Submitted By: Cheryl Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the extension of contract #22IFB153 - Bulk Fuel-Petroleum Traders Corporation Canteen for the same pricing, terms, and conditions as the existing contract, as detailed in the attached proposal, for the term of the second of four (4) renewal options, beginning November 15, 2024.

Background

This is the second option for renewal for contract #22IFB153 Bulk Fuel, which provides a supply of gasoline and diesel fuel to Williamson County on an "as needed" basis in order to service County owned equipment and vehicles. The Fleet Department has confirmed that the vendor met all the County requirements for this contract and requests renewal. Funding Source is 01.0882.0882.003301 Gasoline. Department point of contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal form and pricing

1295 22IFB153 - Bulk Fuel- Petroleum Traders Corporation

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Cheryl Johnson

Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

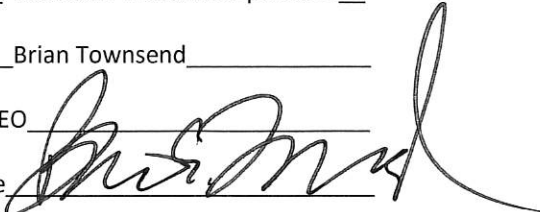
08/08/2024 09:55 AM

08/08/2024 10:09 AM

Started On: 07/31/2024 03:48 PM



Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB153	Department:	Fleet										
Vendor Name:	Petroleum Traders Corporation												
Purpose/Intended Use of Product or Service (summary):													
RENEWAL #2 -Bulk Fuel													
Type of Contract:	IFB	Start Date:	15 Nov 2024										
Purchasing Contact:	CHERYL JOHNSON	End Date:	14 Nov 2025										
Department Contact:	KEVIN TELLER												
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 2nd RENEWAL of four one (1) year renewal option periods: <table><tr><td>Renewal Option Period 4</td><td></td></tr><tr><td>Renewal Option Period 3</td><td></td></tr><tr><td>Renewal Option Period 2</td><td>November 15, 2024 - November 14, 2025</td></tr><tr><td>Renewal Option Period 1</td><td>November 15, 2023 - November 14, 2024</td></tr><tr><td>Initial Contract Period</td><td>November 15, 2022 - November 14, 2023</td></tr></table>				Renewal Option Period 4		Renewal Option Period 3		Renewal Option Period 2	November 15, 2024 - November 14, 2025	Renewal Option Period 1	November 15, 2023 - November 14, 2024	Initial Contract Period	November 15, 2022 - November 14, 2023
Renewal Option Period 4													
Renewal Option Period 3													
Renewal Option Period 2	November 15, 2024 - November 14, 2025												
Renewal Option Period 1	November 15, 2023 - November 14, 2024												
Initial Contract Period	November 15, 2022 - November 14, 2023												
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE													
Vendor _Petroleum Traders Corporation_		Williamson County, 710 Main St., Georgetown, TX 78626											
Name _Brian Townsend_		Bill Gravell, Jr											
Title _CEO_		Williamson County Judge											
Signature 		Signature _____											
Date _07/22/2024_		Date _____											

22IFB153 Bulk Fuel- Petroleum Traders Corp						
FY23/FY24/FY25 Pricing						
TANK WAGON SUPPLY:THE AVERAGE ORDER WILL BE 1500-4500	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
GALLONS OF COMBINED PRODUCTS						
Conventional Gasoline with 10% Ethanol	Unbranded	2.5657	n/a	0.25	2.8157	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	3.7658	n/a	0.25	4.0158	
Delivery Location: Williamson County, No Location Specified						
TRANSPORT TRUCK SUPPLY: THE AVERAGE ORDER WILL BE 5000-	Brand Bid	Opis Daily Average	Firm Discount	Markup	Cost to County	
9000 GALLONS OF SPLIT LOAD PRODUCT						
Conventional Unleaded Gasoline with 10% Ethanol	Unbranded	2.5657	-0.0383	n/a	2.5274	
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	3.7658	-0.0174	n/a	3.7484	
Delivery Location: Williamson County, No Location Specified						
STANDBY GENERATOR FUELING: THE AVERAGE ORDER WILL BE	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
50-150 GALLONS OF A SINGLE PRODUCT						
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend	Unbranded	3.7658	NO BID	NO BID	NO BID	

Delivery Location: Williamson County, No Location Specified

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Petroleum Traders Corporation
Fort Wayne, IN United States

Certificate Number:
2024-1190194

Date Filed:
07/22/2024

Date Acknowledged:
07/31/2024

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

Williamson County

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

22IFB153
Bulk Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Himes, Michael	Fort Wayne, IN United States	X	
	Townsend, Brian	Fort Wayne, IN United States	X	
	Stephens, Linda	Fort Wayne, IN United States	X	
	Vanderpool, Joseph	Fort Wayne, IN United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Petroleum Traders Corporation
Fort Wayne, IN United States

Certificate Number:
2024-1190194

Date Filed:
07/22/2024

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

Williamson County

Date Acknowledged:

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

22IFB153
Bulk Fuel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Himes, Michael	Fort Wayne, IN United States	X	
	Townsend, Brian	Fort Wayne, IN United States	X	
	Stephens, Linda	Fort Wayne, IN United States	X	
	Vanderpool, Joseph	Fort Wayne, IN United States	X	

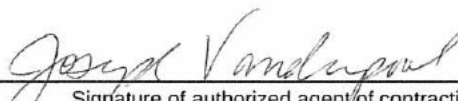
5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

Executed in Allen County, State of Indiana, on the 31st day of July, 20 24.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant) Joseph Vanderpool

Commissioners Court - Regular Session**26.****Meeting Date:** 08/13/2024

Authorize issuing RFSQ #24RFSQ70 Engineering Services for 2023 Road Bond Program Schultz Lane and Bagdad Road for Road and Bridge/HNTB

Submitted For: Joy Simonton**Submitted By:** Johnny Grimaldo, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Engineering Services for 2023 Road Bond Program Schultz Lane and Bagdad Road, under RFSQ #24RFSQ70. Funding sources are 2023 Road Bonds; Schultz Lane - P656, Bagdad Road P342.

Background

Williamson County is soliciting qualifications from engineering firms interested in providing engineering services to assist Williamson County staff in planning and designing projects included in the County's 2023 Road Bond Program. Possible projects to be awarded under this RFSQ may include but are not limited to Schultz Lane from Louis Henna Boulevard to New Meister Lane and Bagdad Road from North of San Gabriel Parkway to CR 281. The budgeted amount is \$2,400,000.00. The funding source is 2023 Road Bonds; Schultz Lane - P656, Bagdad Road P342 and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

08/07/2024 04:23 PM

08/08/2024 08:18 AM

Started On: 08/05/2024 03:46 PM

Commissioners Court - Regular Session**27.****Meeting Date:** 08/13/2024

Approval of RENEWAL #3, for Contract #1811-273 Utility Coordination with Cobb, Fendley & Associates, Inc. for Road and Bridge/HNTB

Submitted By: Cheryl Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the extension of contract #1811-273 Utility Coordination, renewal period #3, with Cobb, Fendley & Associates, Inc., as detailed in the extension agreement through July 15, 2025, and authorizing the execution of the agreement.

Background

This is the third renewal extension for this contract. The Williamson County Road and Bridge/HNTB Department has confirmed the vendor met all County requirements for this contract and requested renewal. Department POC Marie Walters/HNTB. Funding Source: Project: On-Call. Fund Source: Corridor & Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Utility Coordination original agreement
Utility Coordination renewal 1
Utility Coordination renewal 2
Utility Coordination renewal 3
Form 1295 Cobb Fendley and Associates

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Cheryl Johnson
Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

08/08/2024 09:53 AM
08/08/2024 10:10 AM
Started On: 08/07/2024 08:30 AM

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Cobb, Fendley & Associates, Inc ("Engineer")
ADDRESS: 505 East Huntland Drive, Suite 100 Austin, Texas 78752
PROJECT: Utility Coordination for Corridor & Road Bond Programs ("Project")

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

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

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

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

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Williamson County Design Criteria & Project Development Manual, latest edition
- I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Williamson County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. This Contract will have an initial term of three (3) years commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Contract will be in one (1) year increments for up to an additional three (3) total years, with the terms and conditions remaining the same. The total period of this Contract, including all extension, will not exceed a maximum combined period of six (6) years.

B. Work Authorizations. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Three Million Dollars (\$3,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual

costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to

County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7 **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8 **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County,

to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9 **PROJECT TEAM**

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

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

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

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

Cobb, Fendley & Associates, Inc.
Attn: Sandra G. Khoury, P.E.
505 East Huntland Drive, Suite 100
Austin, Texas 78752

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's

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

ARTICLE 10

PROGRESS EVALUATION

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

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

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

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

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

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

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

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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 Engineer.

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

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

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

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17

SUBCONTRACTING

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

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

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

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, 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 ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. 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.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

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

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

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

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

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

With copy to: Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

2. 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.

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

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

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

ARTICLE 28
SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
101 East Old Settlers Boulevard, Suite 100
Round Rock, TX 78664
Attn: Richard Ridings, P.E.

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

Engineer: **Cobb, Fendley & Associates, Inc.**
Attn: Sandra G. Khoury, P.E.
505 East Huntland Drive, Suite 100
Austin, Texas 78752

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

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

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

F. Opinions and Determinations. Where the terms of this Contract 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.

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

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, 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.

K. No Waiver of Immunities. Nothing in this Contract 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34 **EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. 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, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

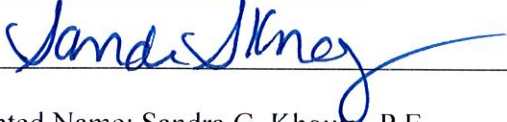
By: Bill Gravell Jr.
Bill Gravell Jr., County Judge

Date: July 16, 2019

Handwritten red initials and a checkmark.

ENGINEER

Cobb, Fendley & Associates, Inc.

By 

Printed Name: Sandra G. Khoury, P.E.

Title: Vice President

Date: June 28, 2019

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Williamson County Vendor Reimbursement Policy |
| (6) Exhibit F | Certificates of Insurance |

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.

Name of Firm


Signature of Certifying Official

Sandra G. Khoury, P.E.

Printed Name of Certifying Official

Vice President

Title of Certifying Official

____ July ____ 1 ____, 2019 ____
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 Sandra G.
Khovm, PE the 1st of July, 2019, on behalf of
said firm.

Megan Leshner
Notary Public in and for the
State of Texas

My commission expires: 10/16/2019

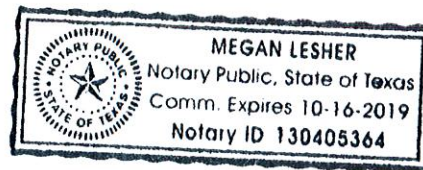


EXHIBIT B

ENGINEERING SERVICES

SCOPE OF SERVICES

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the *Utility Coordinator*), involves utility coordination / relocation services in Williamson County, Texas, (the County) as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY CONSTRUCTION OBSERVATION
8. UTILITY PLANNING & RESEARCH
9. FIELD SURVEYING
10. RIGHT-OF-WAY (ROW) COORDINATION

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

COUNTY:

[Insert Company Name HERE]

Williamson County, Texas

By: _____

Signature

By: _____

Signature

Printed Name

Printed Name

Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.
Effective June 2019

Senior Project Manager	\$235.00/HR
Senior Engineer	\$195.00/HR
Project Engineer III	\$170.00/HR
Project Engineer II	\$150.00/HR
Project Engineer I	\$125.00/HR
Senior Technician	\$145.00/HR
Technician III	\$125.00/HR
Technician II	\$115.00/HR
Technician I	\$95.00/HR
Licensed State Land Surveyor	\$235.00/HR
Registered Professional Land Surveyor	\$170.00/HR
4 Person Field Services Crew	\$190.00/HR
3 Person Field Services Crew	\$170.00/HR
2 Person Field Services Crew	\$145.00/HR
1 Person Field Services Crew	\$120.00/HR
2 Person Hy-Drone Crew	\$340.00/HR
2 Person UAV Drone Crew	\$235.00/HR
Senior Field Construction Observer	\$155.00/HR
Field Construction Observer	\$110.00/HR
Senior Utility Specialist	\$155.00/HR
Utility Specialist	\$125.00/HR
GIS Manager	\$170.00/HR
GIS Analyst	\$120.00/HR
Right-of-Way Project Manager	\$235.00/HR
Right-of-Way Agent	\$140.00/HR
Administrative	\$105.00/HR
Clerical	\$80.00/HR
<u>SUBSURFACE UTILITY ENGINEERING</u>	
One-Man Designating Crew (4-Hour Minimum)	\$110.00/HR
Two-Man Designating Crew (4-Hour Minimum)	\$170.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Min.)	\$295.00/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$315.00/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$260.00/HR
Closed Circuit Television (CCTV) with 2 Technicians	\$280.00/HR
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost

EXHIBIT D

RATE SCHEDULE

(continued)

Cobb, Fendley & Associates, Inc.

Effective June 2019

SUBSURFACE UTILITY ENGINEERING (continued)

Designation & Traffic Control Vehicles	\$3.50/Mile
Location Vehicles	\$6.50/Mile

REIMBURSABLE EXPENSES

Courier, Special Equipment Rental	At Cost
Mileage (Standard Car or Truck)	At Cost
Title Plant Charges	IRS Approved Rate
Other Misc. Expenses Related to the Project	At Cost
Outside Reproduction:	At Cost
In-House Reproduction:	
• Copies (Up to 11" x 17")	\$0.15/Each
• Color Prints (Up to 11" x 17")	\$1.50/Each
• Color Prints (Larger than 11" x 17")	\$3.00/Sq. Ft.
• Bluelines (All Sizes)	\$1.00/Each
• Bond Prints (All Sizes)	\$2.00/Each

Out of town travel reimbursement (meals, lodging, car rental, airfare, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Hydro Spy, LLC
Effective June 2019

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	\$1,120.00/day
Pot Hole & Trench Excavations w/Backfill	\$3,820.00/day

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

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 on vendors outside a 50 mile radius from Williamson County, Texas.
- 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 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 \$50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt 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. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

- 5.4 Cancellation and/or change flight fees may be reimbursed by 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 I, 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 Williamson County, Texas by at least a 50 mile radius.

- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

- 8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable 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 Community outreach items exceeding \$2 per item
- 10.27 Technology Fees
- 10.28 Sales tax on goods purchased
- 10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXTENSION AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Engineer: Cobb, Fendley & Associates, Inc.

Engineer's Mailing Address:

505 East Huntland Drive, Suite 100
Austin, Texas 78752

Contract Subject of this Extension Agreement:

Williamson County Contract for Engineering Services being dated effective July 16, 2019, by and between Engineer and County (the "Contract").

Agreement to Extend Contract:

Extended Term: In accordance with Article 4 of the Contract, Engineer and County hereby agree to extend the Contract for an additional term of one (1) year commencing as of July 16, 2023, and ending on midnight of July 15, 2024 ("Extended Term").

Amendment of Contract Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Contract contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Contract shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

ENGINEER:

Cobb, Fendley & Associates, Inc.

By: *Sandra G. Khoury*

Printed Name: Sandra G. Khoury, P.E.

Representative Capacity:

Executive Vice President

Date: August 1, 2023

COUNTY:

Williamson County, Texas

By: *Bill Gravell Jr.*

Bill Gravell Jr. (Aug 9, 2023 07:29 CDT)

Name: Bill Gravell Jr.

Representative Capacity:

As Presiding Officer of the Williamson County
Commissioners Court

Date: Aug 9, 2023
20

APPROVED

By Christen Eschberger at 9:58 am, Aug 03, 2023










8/8/23 Agenda Item #45 Utility Coordination RFQ1811-273 CFA Renewal Option Period 2

Final Audit Report

2023-08-09

Created:	2023-08-08
By:	Marie Walters (mawalters@hntb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-lkO6alsmijBsTUgeleCfjcw3Unckxwt

"8/8/23 Agenda Item #45 Utility Coordination RFQ1811-273 CFA Renewal Option Period 2" History

-  Document created by Marie Walters (mawalters@hntb.com)
2023-08-08 - 5:20:54 PM GMT- IP address: 72.182.105.64
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2023-08-08 - 5:22:18 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:16:38 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:17:00 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-08 - 6:17:01 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-09 - 12:29:40 PM GMT- IP address: 66.76.4.65
-  Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-08-09 - 12:29:57 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-08-09 - 12:29:59 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2023-08-09 - 12:29:59 PM GMT

EXTENSION AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Engineer: Cobb, Fendley & Associates, Inc.

Engineer's Mailing Address:

505 East Huntland Drive, Suite 100
Austin, Texas 78752

Contract Subject of this Extension Agreement:

Williamson County Contract for Engineering Services being dated effective July 16, 2019, by and between Engineer and County (the "Contract").

Agreement to Extend Contract:

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Amendment of Contract Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Contract contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Contract shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

ENGINEER:

Cobb, Fendley & Associates, Inc.

By: *Sandra G. Khoury*

Printed Name: Sandra G. Khoury, P.E.

Representative Capacity:

Executive Vice President

Date: August 1, 2023

COUNTY:

Williamson County, Texas

By: *Bill Gravell Jr.*

Bill Gravell Jr. (Aug 9, 2023 07:29 CDT)

Name: Bill Gravell Jr.

Representative Capacity:

As Presiding Officer of the Williamson County
Commissioners Court

Date: Aug 9, 2023
20

APPROVED

By Christen Eschberger at 9:58 am, Aug 03, 2023










8/8/23 Agenda Item #45 Utility Coordination RFQ1811-273 CFA Renewal Option Period 2

Final Audit Report

2023-08-09

Created:	2023-08-08
By:	Marie Walters (mawalters@hntb.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-lkO6alsmijBsTUgeleCfjcw3Unckxwt

"8/8/23 Agenda Item #45 Utility Coordination RFQ1811-273 CFA Renewal Option Period 2" History

-  Document created by Marie Walters (mawalters@hntb.com)
2023-08-08 - 5:20:54 PM GMT- IP address: 72.182.105.64
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2023-08-08 - 5:22:18 PM GMT
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2023-08-08 - 6:16:38 PM GMT- IP address: 66.76.4.65
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
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-  Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-09 - 12:29:40 PM GMT- IP address: 66.76.4.65
-  Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-08-09 - 12:29:57 PM GMT- IP address: 66.76.4.65
-  Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-08-09 - 12:29:59 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2023-08-09 - 12:29:59 PM GMT

EXTENSION AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Engineer: Cobb, Fendley & Associates, Inc.

Engineer's Mailing Address:

9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759

Contract Subject of this Extension Agreement:

Williamson County Contract for Engineering Services being dated effective July 16, 2019, by and between Engineer and County (the "Contract").

Agreement to Extend Contract:

Extended Term: In accordance with Article 4 of the Contract, Engineer and County hereby agree to extend the Contract for an additional term of one (1) year commencing as of July 15, 2024, and ending on midnight of July 15, 2025 ("Extended Term").

Amendment of Contract Terms, Covenants and Conditions

To the extent that any terms, covenants or conditions of the Contract contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Contract shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

ENGINEER:

Co

By

Pri

Sande S Khoury

Representative Capacity:

Executive Vice President

Date: July 9, 2024

COUNTY:

Williamson County, Texas

By: _____

Name: _____

Representative Capacity:

As Presiding Officer of the Williamson County
Commissioners Court

Date: _____, 20____

APPROVED

By Christen Eschberger at 10:52 am, Jul 18, 2024

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Cobb, Fendley & Associates, Inc.
Houston, TX United States

Certificate Number:
2024-1198032

Date Filed:
08/07/2024

Date Acknowledged:

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

Williamson County, 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.

RFQ 1811-273
Utility Coordination for Corridor and Road Bond Programs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Silver, Monica	Houston, TX United States	X	
	Warth, Dan	Austin, TX United States	X	
	Eastland, Charles	Houston, TX United States	X	
	Scurry, Floyd	Houston, TX United States	X	
	Ram, Vineeta	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 _____.

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

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

Executed in _____ Harris _____ County, State of _____ Texas _____, on the 7th day of August, 20 24.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Cobb, Fendley & Associates, Inc.
Houston, TX United States

Certificate Number:
2024-1198032

Date Filed:
08/07/2024

Date Acknowledged:
08/07/2024

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

Williamson County, 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.

RFQ 1811-273
Utility Coordination for Corridor and Road Bond Programs

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Silver, Monica	Houston, TX United States	X	
	Warth, Dan	Austin, TX United States	X	
	Eastland, Charles	Houston, TX United States	X	
	Scurry, Floyd	Houston, TX United States	X	
	Ram, Vineeta	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**28.****Meeting Date:** 08/13/2024

SWCA 2574 WA3 SA2 Environmental On Call Services

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 3 under the Williamson County Contract between SWCA Environmental Consultants and Williamson County dated February 25, 2020 for Environmental On-Call Services. This supplemental is to extend the expiration date to December 31, 2024. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

SWCA 2574 WA3 SA2 Environmental On Call Services

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/05/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/05/2024 11:23 AM

08/05/2024 04:11 PM

Started On: 08/05/2024 11:13 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Environmental On-Call Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 3 dated effective May 10, 2022 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The above referenced Work Authorization termination date shall be modified to **December 31, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:

By: 
Signature

Matthew McMillan
Printed Name

Natural Resources Director – Austin
Title

August 2, 2024
Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Attachment C - Work Schedule

SWCA Environmental Consultants will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session**29.****Meeting Date:** 08/13/2024

Alliance 24RFSQ17 WA1 Traffic Engineering Services

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 1 in the amount of \$50,000.00 to expire on December 31, 2026 under Williamson County Contract for Engineering Services between Alliance Transportation Group, Inc. and Williamson County dated March 19, 2024 for On Call Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Alliance 24RFSQ17 WA1 Traffic Engineering Services

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/08/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/08/2024 10:58 AM

08/08/2024 11:44 AM

Started On: 08/06/2024 12:58 PM

WORK AUTHORIZATION NO. 1

PROJECT: On-Call Traffic Engineering Services

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering 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 **Alliance Transportation Group, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$50,000.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2026.** The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____.

ENGINEER:

Alliance Transportation Group, Inc.

By: _____

Signature

Jack E. Shick, Jr., P.E., PTOE

Printed Name

Vice President, Director of Engineering

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and any requested data that is in the County's control.

Attachment B - Services to be Provided by Engineer

This project consists of on-call professional traffic engineering services to support the Williamson County Road & Bridge Division.

Attachment C - Work Schedule

Alliance Transportation Group will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see following pages.

EXHIBIT D

RATE SCHEDULE

Alliance Transportation Group

Project Principal	\$360.00
Senior Project Manager	\$330.00
Project Manager	\$295.00
Quality Manager	\$330.00
Senior Engineer	\$295.00
Project Engineer	\$255.00
Traffic Engineer	\$205.00
Design Engineer	\$185.00
Engineer-in-Training	\$156.00
Senior Engineering Technician	\$202.00
Engineering Technician	\$149.00
Jr Engineering Technician	\$99.00
Project Administrator	\$135.00
Clerical	\$100.00
Planner I	\$132.00
Planner II	\$162.00
Planner III	\$222.00
Sr Planner	\$288.00
Travel Demand Modeler I/II	\$156.00
Travel Demand Modeler III	\$228.00
Sr Travel Demand Modeler	\$288.00

Direct Expenses

Description	Unit	Cost/Unit
Mileage	mile	Current IRS Rate
Lodging/Hotel - Taxes and Fees	day/person	Per Wilco Reimbursement Policy
Lodging/Hotel (Taxes/fees not included)	day/person	Per Wilco Reimbursement Policy
Meals (Overnight stay required)	day/person	Per Wilco Reimbursement Policy
Standard Postage	letter	Current Postal Rate
Certified Letter Return Receipt	each	Current Postal Rate

Overnight Mail - letter size	each	Current Postal Rate
Overnight Mail - oversized box	each	\$100.00
Courier Services	each	\$45.00
Photocopies B/W (11" X 17")	each	\$0.25
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies Color (11" X 17")	each	\$1.25
Photocopies Color (8 1/2" X 11")	each	\$1.00
Plots (B/W on Bond)	square foot	\$1.00
Plots (Color on Bond)	square foot	\$1.75
CDs	Each	\$2.00
4" X 6" Digital Color Print	picture	\$0.50
Brochure Printing	each	\$3.00
Report Printing	each	\$80.00
Flyer Printing (various sizes BW or color)	each	\$1.00
Postcard Printing	each	\$0.75
Digital Ortho Plotting	sheet	\$3.00
Color Graphics on Foam Board	square foot	\$20.00
Presentation Boards 30" X 40" Color Mounted	each	\$100.00
Presentation Boards 48" X 60" Color Mounted	each	\$175.00
Audio - Equipment Rental	each	At cost
Audio-Visual Equipment Rental	event	At cost

Unit Costs

Description	Unit	Cost/Unit
Turning Movement Counts		
2-hour Turning Movement Count, Major Intersection, Weekday	per intersection	\$466.20
2-hour Turning Movement Count, Major Intersection, Weekend	per intersection	\$518.00
2-hour Turning Movement Count, Minor Intersection, Weekday	per intersection	\$279.72
2-hour Turning Movement Count, Minor Intersection, Weekend	per intersection	\$310.80
13-hour Turning Movement Count Major Intersection	per intersection	\$1,554.00
13-hour Turning Movement Count Minor Intersection	per intersection	\$932.40
24-Hour Video System Classification Counts - Major Intersection	per intersection	\$1,554.00
24-Hour Video System Classification Counts - Minor Intersection	per hour	\$1,139.60
Intersection Turning Movement Counts - Minor (additional turning movement count hours)	per hour	\$155.40
Intersection Turning Movement Counts - Major (additional turning movement count hours)	per hour	\$269.36
Intersection Video	per day	\$181.30
24-Hour Counts		

24-Hour Automated Tube Counts - Volume	per direction/per counter/day	\$259.00
24-Hour Automated Tube Counts - Speed or Class	per direction/per counter/day	\$284.90
24-Hour Volume Mainlane Video/Radar Count	per lane/day	\$310.80
24-Hour 3 Vehicle Classification Main Lane Count	per lane/day	\$336.70
24-Hour 13 Vehicle Classification Main Lane Count	per lane/day	\$435.12
Additional Traffic Control (no lane closures/detour)	day	\$2,279.20
Additional Traffic Control (lane closures/detour)	day	\$3,211.60
Speed Surveys		
Curve Speed Survey	per curve	\$518.00
Spot Speed Survey	per location	\$259.00
Travel Times		
Travel Time- MAC Address Capture	per hour/unit	\$119.14
Origin Destination		
72-Hour Bluetooth O/D Main Lane	per unit	\$1,440.04
72-Hour Bluetooth O/D Arterial	per unit	\$777.00

EXHIBIT D - RATE SCHEDULE

Wilco Traffic

The Estes Group, LLC	
CATEGORY	RATE
Project Principal	\$350.00
Project Manager	\$330.00
Engineer (Senior)	\$300.00
Engineer (Project)	\$240.00
Engineer (Design)	\$190.00
Engineer-In-Training	\$140.00
Sr. Engineer Technician	\$190.00
Admin / Clerical	\$110.00

ODEs

The Estes Group, LLC		
CATEGORY	Unit	RATE
Mileage	mile	Current State Rate
Photocopies P/W (11" X 17")	each	\$0.25
Photocopies P/W (8 1/2" X 11")	each	\$0.15
Photocopies Color (11" X 17")	each	\$1.25
Photocopies Color (8 1/2" X 11")	each	\$1.00
Plots (B/W on Bond)	Per sq. ft.	\$1.00
Plots (Color on Bond)	Per sq. ft.	\$1.75
Report Binding and Tabbing	Each	\$10.00
Overnight Mail – Letter Size	Each	Current Postal Rate
Overnight Mail – oversized box	Each	\$100.00
Materials and Shipping	Per Package	\$100.00

Exhibit D - Rate Schedule

2023 LJA ENGINEERING RATES	
Position	Rate (\$/hr)
Project Principal	\$290.00
Senior Project Manager	\$270.00
Project Manager	\$250.00
Quality Manager	\$240.00
Senior Engineer (15+ yrs)	\$235.00
Project Engineer (10-15 yrs)	\$190.00
Design Engineer (5-10 yrs)	\$170.00
Graduate Engineer	\$145.00
Senior Designer	\$155.00
Designer	\$120.00
Engineer-in-Training	\$145.00
Senior Structural Engineer	\$235.00
Structural Engineer	\$210.00
Senior Engineering Technician	\$155.00
Senior CADD Operator	\$140.00
CADD Technician	\$110.00
Project Representative	\$130.00
Utility Coordinator	\$140.00
Senior Utility Coordinator	\$170.00
GIS Analyst/Cartography	\$140.00
GIS Technician	\$125.00
Admin	\$85.00

2023 LJA ENGINEERING OVERHEAD DIRECT EXPENSES		
Photocopies B/W (11" X 17")	each	\$0.25
Photocopies B/W (8 1/2" X 11")	each	\$0.15
Photocopies Color (11" X 17")	each	\$1.50
Photocopies Color (8 1/2" X 11")	each	\$1.00
Digital Ortho Plotting	sheet	\$3.00
Plots (B/W on Bond)	per sq. ft.	\$2.00
Plots (Color on Bond)	per sq. ft.	\$5.00
Plots (Color on Photographic Paper)	per sq. ft.	\$6.00
Color Graphics on Foam Board	square foot	\$20.00

Commissioners Court - Regular Session**30.****Meeting Date:** 08/13/2024

Preliminary plat for the County Estates 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 approval of the preliminary plat for the County Estates subdivision – Precinct 3.

Background

This proposed subdivision consists of 2 single family lots and no new roads on 10.18 acres.

Timeline

2024-02-16 – initial submittal of the preliminary plat

2024-03-14 – 1st review complete with comments

2024-04-02 – 2nd submittal of preliminary plat

2022-04-16 – 2nd review complete with comments

2022-07-19 – 3rd submittal of preliminary plat

2022-08-02 – 3rd review complete with minor comments

2022-08-05 – 4th submittal of preliminary plat

2022-08-07 – 4th review complete with comments clear

2022-08-08 – preliminary plat placed on the August 13, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

preliminary plat - County Estates Lot 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:18 AM

Started On: 08/08/2024 09:48 AM

PRELIMINARY PLAT COUNTY ESTATES

A SUBDIVISION OF WILLIAMSON COUNTY, TEXAS.

BEING A 10.176 ACRE TRACT OF LAND LOCATED IN THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, SAID 10.176 ACRE TRACT, BEING ALL OF THAT CALLED 10.2282 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004224, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

NOTES:

- 1) FIELD WORK PERFORMED ON: JANUARY 2024
- 2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
- 3) THIS SURVEY IS BASED ON A TITLE COMMITMENT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, G.F. NUMBER 2069644-GTN, AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THERE MAY BE OTHER EASEMENTS, RESTRICTIONS, OR ENCUMBRANCES NOT SHOWN.THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.
- 4) THIS PROPERTY MAY BE SUBJECT TO THE FOLLOWING:
 - WATER LINE EASEMENT TO CHISHOLM TRAIL WSC - RECORDED IN VOLUME 790, PAGE 581, DEED RECORDS, AMENDED IN DOCUMENT NO. 2013008079, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID EASEMENT BEING TRANSFERRED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT IN VOLUME 2168, PAGE 44, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
 - [20' WATER LINE EASEMENT PARALLEL TO WEST LINE OF 10.2282 ACRE TRACT, EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234]

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019, A PORTION OF THIS PROPERTY LIES IN ZONE "A", WHICH IS DEFINED AS AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

PLAT NOTES:

1. ACREAGE OF SUBDIVISION = 4.134 ACRES.
2. LOTS IN THIS SUBDIVISION ARE ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0125F. DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
6. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
7. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A BLUE PLASTIC CAP.
8. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
9. 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.
10. 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 PLATING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
11. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
12. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
13. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
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. 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 LICENCE AGREEMENT WITH WILLIAMSON COUNTY.
16. 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 ON MAINTENANCE OF THE ADJACENT ROAD. 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 OWNING TO THE 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.
17. 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.
18. 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.
19. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
20. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE WATER: CITY OF GEORGETOWN, WASTEWATER: OSSF
21. THIS PLAT IS EXEMPT FROM PROVIDING STORMWATER DETENTION.
22. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
23. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN, WASTEWATER SERVICE IS PROVIDED BY: ON-SITE SEWAGE FACILITY.
24. 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.
25. 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.

VICINITY MAP
1" = 3000'



FIELD NOTES FOR A 10.176 ACRE TRACT OF LAND:

BEING A 10.176 ACRE TRACT OF LAND, LOCATED IN THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, WILLIAMSON COUNTY, TEXAS, SAID 10.176 ACRE TRACT, BEING ALL OF THAT CALLED 10.2282 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 2021004224, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 10.176 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LOCATED IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, BEING THE NORTHWEST CORNER OF SAID 10.2282 ACRE PARENT TRACT, AN EXTERIOR CORNER OF THAT CALLED LOT 12A, OF LIVE OAK PARK, SECTION II, RESUBDIVISION OF LOT 12, ACCORDING TO THE PLAT OF RECORD IN CABINET I, SLIDES 278, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS. SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, DEPARTING THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, WITH THE COMMON BOUNDARY LINES OF SAID 10.2282 ACRE PARENT TRACT AND SAID LIVE OAK PARK SECTION II, RESUBDIVISION OF LOT 12, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. **N 69° 18' 47" E**, A DISTANCE OF **495.14'**, TO A 5/8" IRON ROD LOCATED FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
 2. **S 21° 12' 37" E**, A DISTANCE OF **273.53'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP SET FOR AN EXTERIOR CORNER OF SAID 10.2282 ACRE TRACT, AN ANGLE POINT OF SAID 10.0000 ACRE TRACT, THE SOUTHWEST CORNER OF LOT 12B, OF SAID LIVE OAK PARK, SECTION II, RESUBDIVISION OF LOT 12, SAID POINT BEING AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
 3. **THENCE**, WITH A SOUTHEAST LINE OF SAID 10.2282 ACRE TRACT, A NORTHWEST LINE OF SAID 10.0000 ACRE TRACT, **S 70° 01' 50" W**, A DISTANCE OF **30.17'**, TO A 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP SET FOR AN INTERIOR CORNER OF SAID 10.2282 ACRE TRACT, THE NORTHWEST CORNER OF SAID 10.0000 ACRE TRACT, SAID POINT BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
 4. **THENCE**, WITH A NORTHEAST LINE OF SAID 10.2282 ACRE TRACT, THE SOUTHWEST LINE OF SAID 10.0000 ACRE TRACT, **S 20° 24' 41" E**, A DISTANCE OF **491.23'**, TO A 1/2" IRON ROD LOCATED IN THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 146, BEING THE SOUTHEAST CORNER OF SAID 10.2282 ACRE TRACT, THE SOUTHWEST CORNER OF SAID 10.0000 ACRE TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
 5. **THENCE**, WITH THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 146, THE SOUTHEAST LINE OF SAID 10.2282 ACRE TRACT, **S 70° 13' 40" W**, A DISTANCE OF **694.67'**, TO A 1/2" IRON ROD LOCATED AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD 146 AND THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, BEING THE SOUTHWEST CORNER OF SAID 10.2282 ACRE TRACT, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
- THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 234, THE WEST LINES OF SAID 10.2282 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES AND DISTANCES:
6. **N 01° 26' 46" W**, A DISTANCE OF **137.97'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
 7. **N 02° 51' 48" W**, A DISTANCE OF **296.99'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
 8. **N 02° 03' 24" W**, A DISTANCE OF **195.36'**, TO A 1/2" IRON ROD LOCATED FOR AN ANGLE POINT OF THE HEREIN DESCRIBED TRACT OF LAND;
 9. **N 09° 29' 48" W**, A DISTANCE OF **158.17'**, TO THE **POINT OF BEGINNING** CONTAINING **10.176 ACRES** OF LAND.

NOTE: THE BASIS OF BEARING WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD (83), TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. A SURVEY PLAT WAS PREPARED BY A SEPARATE DOCUMENT.

OWNER/DEVELOPER:
JAMES TRAVIS KRAUSE
1950 COUNTY ROAD 146
GEORGETOWN, TEXAS 78633
PHONE: 254-537-3623
TRAVIS@KBARGROUP.COM

ANNA CARY SWANSON
1950 COUNTY ROAD 146
GEORGETOWN, TEXAS 78633
PHONE: 512-663-0778
ANNA@KBARGROUP.COM

ENGINEER:
CLARK ASSOCIATES ENGINEERING
215 N. MAIN ST
TEMPLE, TEXAS 76501
PHONE: 254-899-0899

SURVEYOR:
QUICK INC. LAND SURVEYING
831 N. MAIN STREET
SALADO, TEXAS 76571
PHONE: 512-915-4950
TQUICKSALL@QUICK-INC.NET

Quick Inc.
Land Surveying, Development.
Firm: 0194104 • 512-915-4950
Physical Address: 831 N. Main Street, Salado 76571
Mailing Address: P.O. Box 798, Salado 76571

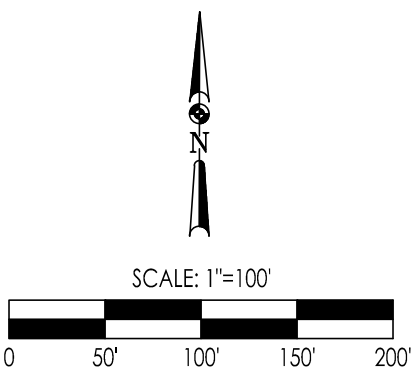
DATE SUBMITTAL 1: FEBRUARY 16, 2024
DATE SUBMITTAL 2: MARCH 26, 2024
DATE SUBMITTAL 3: JULY 16, 2024
DATE SUBMITTAL 4: AUGUST 5, 2024

JOB NO. 21-2096

SHEET 1 OF 2

PRELIMINARY PLAT
COUNTY ESTATES

BEING A 10.176 ACRE TRACT OF LAND LOCATED IN THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653,
WILLIAMSON COUNTY, TEXAS, SAID 10.176 ACRE TRACT, BEING ALL OF THAT CALLED 10.2282 ACRE TRACT OF
LAND RECORDED IN DOCUMENT NO. 2021004224, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00° 36' 55"W	26.18'
L2	N02° 47' 02"W	239.89'
L3	N03° 06' 29"W	88.50'
L4	N03° 06' 29"W	39.39'
L5	N02° 47' 41"W	201.49'
L6	N05° 39' 27"W	114.49'
L7	N08° 01' 10"W	75.32'

- LEGEND
- P.O.B. POINT OF BEGINNING
 - B.S.L. BUILDING SETBACK LINE
 - C.O.G.U.E. CITY OF GEORGETOWN UTILITY EASEMENT
 - HORIZONTAL/VERTICAL CONTROL POINT
 - 1/2" IRON ROD FOUND
 - 5/8" IRON ROD FOUND
 - SET 1/2" IRON ROD WITH A BLUE "QUICK INC RPLS 6447" PLASTIC CAP

Commissioners Court - Regular Session**31.****Meeting Date:** 08/13/2024

Indigent/Abandoned Burial

Submitted For: Bill Gravell**Submitted By:** Andrea Schiele, County Judge**Department:** County Judge**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Edward Dale Hayes) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order for Interment

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Andrea Schiele

Final Approval Date: 08/07/2024

Reviewed By

Becky Pruitt

Date

08/07/2024 11:02 AM

Started On: 08/07/2024 09:19 AM

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT’S REMAINS
(Edward Dale Hayes)**

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Edward Dale Hayes (SSN xxx-xx-6071) passed away on February 25, 2024, at the age of 64, at his residence located in Leander, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased’s family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased’s body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.*, permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations.

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 13th day of August 2024.

Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session**32.****Meeting Date:** 08/13/2024

Veterans Treatment Court Assessments

Submitted For: Cynthia Long**Submitted By:** Pierce Kathy, Commissioner Pct. #2**Department:** Commissioner Pct. #2**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Agreement for Assessment Services for the Williamson County Veterans Treatment Court with Bluebonnet Trails Community Services with a not-to-exceed amount of \$30,000.

Background

This is a follow-up agreement to actions taken by the Commissioners Court on June 4, 2024. The Commissioners Court approved agenda item #43 that provided funding for an agreement with Bluebonnet Trails Community Services for the assessment of veterans entering the Veterans Treatment Court program. The allocated funding was for a not-to-exceed amount of \$30,000. The funding will help reduce the wait list of veterans entering the program and meet the grant metrics for the Texas Veterans Commission grant. Legal and Audit have both reviewed the agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signed Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 08/05/2024

Reviewed By

Becky Pruitt

Date

08/05/2024 04:10 PM

Started On: 08/05/2024 09:15 AM

**AGREEMENT FOR ASSESSMENT SERVICES
FOR THE WILLIAMSON COUNTY VETERANS TREATMENT COURT**

THIS AGREEMENT FOR ASSESSMENT SERVICES (“Agreement”) is made and entered into by and between Williamson County, Texas (“County”) and Bluebonnet Trails Community MHMR Center dba Bluebonnet Trails Community Services (“BTCS”), both collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Williamson County Veterans Treatment Court (“WCVTC”) was established to enhance public safety and empower veterans to be productive members of the community by providing a judicially supervised, therapeutic method of adjudicating pending criminal charges; and,

WHEREAS, BTCS is the Local Mental Health Authority for the County and is responsible for ensuring access to needed behavioral health services; and,

WHEREAS, the County desires to engage BTCS to provide assessment services (“Services”) for participants in the WCVTC.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the BTCS hereby agree as follows:

**ARTICLE I
BASIC SCOPE OF AGREEMENT**

BTCS shall provide WVTC professional assessments, in accordance with Exhibit A, using the screening tools DUI-RANT and RANT, which provides risk and needs scores for admission into the WVTC program. Additionally, BTCS shall provide additional assessments at an as-needed basis, including but not limited to, PCL 5 for PTSD symptoms assessment and GAD7 to identify anxiety symptoms.

**ARTICLE III
TERM OF AGREEMENT**

This Agreement shall be effective as of the date of the Parties’ execution below and shall continue thereafter for twelve (12) months, unless terminated prior to such time in accordance with the termination provision set out herein (the “Initial Term”). Following the Initial Term, the parties, upon mutual agreement, shall have the option to renew this Agreement for three (3) additional one-year terms, with the terms and conditions remaining the same.

ARTICLE IV TERMINATION

A. Termination for Cause. If BTCS fails to fulfill its obligations under this Agreement in a timely and proper manner, or if BTCS violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to BTCS of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated thirty (30) days after the giving of such notice unless such default or defaults are remedied within such cure period.

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

ARTICLE V CONSIDERATION AND COMPENSATION

A. BTCS will be compensation based on a fixed hourly rate as set out in Exhibit A. The not-to-exceed amount is Thirty-Thousand Dollars (\$30,0000) per term. BTCS shall submit detailed invoices monthly for the Services provided. The invoices shall include a detailed description of the services rendered, dates of service, and any other relevant information to substantiate the charges. County reserves the right to request additional information or clarification for any charges listed on the invoice,

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

ARTICLE VI COUNTY'S RIGHT TO AUDIT

BTCS agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of BTCS which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. BTCS agrees that County shall have access during normal working hours to all necessary BTCS facilities and shall be provided adequate and

appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give BTCS reasonable advance notice of intended audits.

ARTICLE VII BUSINESS ASSOCIATION PROVISION

If the County or BTCS receives any individually identifiable health information (“Protected Health Information” or “PHI”), from the other’s agents, agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the regulations promulgated thereunder. Without limiting the foregoing:

A. Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for the purposes of managing its internal business processes relating to its functions under this agreement.

B. Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of WCVTC or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between the County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.

C. Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement

D. Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.

E. Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of

Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.

F. Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

G. Breach. If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.

H. Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

ARTICLE VIII GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of BTCS's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income.

B. Equal Employment Opportunity. BTCS certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Insurance. Each Party will be responsible for insuring or self-insuring its own officers and employees.

D. Conflict of Interest. BTCS covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. BTCS further covenants that in the

performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the BTCS 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 the BTCS. The burden of proof for the need of such relief shall rest upon BTCS. To obtain a release based on force majeure, BTCS shall file a written request with the County.

G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Confidentiality of Information. County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with federal and state law.

I. **INDEMNIFICATION OF COUNTY**. **BTCS SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF BTCS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

K. Amendment. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party.

L. Notice. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

- a. WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626
- b. BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o EXECUTIVE DIRECTOR
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Addresses for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

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

N. Compliance with Laws. Each party to this Agreement 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, salary and wage statutes and regulations, licensing laws and regulations.

O. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

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

Q. Governmental Immunity. 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.


R. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

S. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. 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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's executive below.

BTCS:

Bluebonnet Trails Community MHMR
Center dba
Bluebonnet Trails Community Services:

By: 

Printed Name: Andrea Richardson

Title: Chief Executive Officer

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

August 2, 2024

Exhibit “A”

The Agency shall manage and expend the Funds on the following described public purpose services.

Contractor Obligations:

This contract focuses upon eligibility screening via nationally recognized assessment tools. Upon execution of this Agreement with Williamson County, Bluebonnet Trails Community Services (BTCS) will be required to use identified screening tools selected by the Williamson County Veterans Treatment Court.

Bluebonnet Trails Community Services (BTCS) to commits to providing professional assessments within the terms of this Agreement.

Assessments to be completed by BTCS for potential applicants seeking participation in the Williamson County Veterans Treatment Court (WCVTC) may include:

- DUI-RANT and RANT, which provides risk and needs scores needs for admission into the program.
- PCL 5 for PTSD symptoms.
- PHQ9 for identification of depression symptoms.
- GAD7 identification of anxiety symptoms.

The professional contract services are needed to provide prompter assessment services that will increase the number of veterans served and decrease the wait list.

Contractor Payment:

BTCS will conduct the assessment services and will bill Williamson County through all-inclusive hourly rates to conduct assessments achieving the integrity of the tools selected by the WCVTC. BTCS commits to providing (1) the appropriately qualified BTCS professional to conduct the review; and (2) the licensed professional required to review the assessment results as follows:

- \$75.00 per hour for non-licensed staff
- \$100.00 per hour for licensed staff

Commissioners Court - Regular Session**33.****Meeting Date:** 08/13/2024

Order of Election

Submitted For: Bridgette Escobedo**Submitted By:** Bridgette Escobedo, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to order the General Election to be held on November 5, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Order of Eleciton

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Bridgette Escobedo

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 12:00 PM

Started On: 08/08/2024 10:52 AM



**ORDER OF GENERAL ELECTION
NOVEMBER 5, 2024
ORDEN DE ELECCIÓN GENERAL
5 DE NOVIEMBRE DE 2024**



An election is hereby ordered to be held on November 5, 2024, in Williamson County, Texas for the purpose of electing the following county and precinct officers as required by Article XVI, Section 65 of the Texas Constitution.

(Por la presente se ordena que se lleve a cabo una elección en la fecha 5 de noviembre en el Condado de Williamson, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)

Judge, County Court at Law No. 5 (*Juez, Corte de Ley del Condado, Núm. 5*)

County Attorney (*Procurador del Condado*)

County Sheriff (*Sherife*)

County Tax Assessor-Collector (*Asesor-Collector de Impuestos del Condado*)

County Commissioner, Precinct 1 (*Comisionado del Condado, Precinto Núm. 1*)

County Commissioner, Precinct 3 (*Comisionado del Condado, Precinto Núm. 3*)

County Constable, Precinct 1 (*Condestable, Precinto Núm. 1*)

County Constable, Precinct 2 (*Condestable, Precinto Núm. 2*)

County Constable, Precinct 3 (*Condestable, Precinto Núm. 3*)

County Constable, Precinct 4 (*Condestable, Precinto Núm. 4*)

Early Voting Schedule (*Horario de Votación Adelantado*)

Main Location: (*Lugar principal*):

- ❖ Georgetown Annex, HR 108, 100 Wilco Way, **Georgetown**

Branch Locations: (*Ubicación de sucursal*):

- ❖ Anderson Mill Limited District Room A, 11500 El Salido Pkwy, **Austin**
- ❖ RE Hartfield Performing Arts Center, Lobby, 5800 McNeil Dr, **Austin**
- ❖ Spicewood Springs Library, 8637 Spicewood Springs Rd, **Austin**
- ❖ Bartlett City Hall, 140 W. Clark Street, **Bartlett**
- ❖ Cedar Park Randalls, 1400 Cypress Creek Rd, **Cedar Park**
- ❖ Cedar Park Recreation Center, Community Room, 1435 Main St, **Cedar Park**
- ❖ Staybridge Suites Cedar Park, 1110 Arrow Point Dr, **Cedar Park**
- ❖ Florence City Hall, Council Chambers, 851 FM 970, **Florence**
- ❖ Georgetown Randalls, 5721 Williams Dr, **Georgetown**
- ❖ Georgetown City Hall, Community Room, 808 Martin Luther King Jr. St, **Georgetown**
- ❖ City of Georgetown Fire Station #6, Community Room, 6700 Williams Drive, **Georgetown**
- ❖ Georgetown ISD Technology Bldg, Conference Room, 603 Lakeway Dr, **Georgetown**
- ❖ The Oaks Community Center-Sun City, 301 Del Webb Blvd, **Georgetown**
- ❖ Granger Brethren Church, Fellowship Hall, 306 W Broadway St, **Granger**
- ❖ Hutto Annex, 321 Ed Schmidt Blvd, **Hutto**
- ❖ Sonterra MUD, Clubhouse, 510 Sonterra Blvd, **Jarrell**
- ❖ Leander Public Library Annex, 1011 S Bagdad Rd, **Leander**
- ❖ Park at Crystal Falls, Phase 2 Clubhouse, 7860 183A Toll Rd, **Leander**
- ❖ Liberty Hill ISD Gym Annex, Gym, 301 Forest St, **Liberty Hill**
- ❖ Wilco Jester Annex, Anderson & Harrell Room, 1801 E Old Settlers Blvd, **Round Rock**
- ❖ Allen R Baca Senior Center, Meeting room 2, 301 W Bagdad Ave, **Round Rock**
- ❖ Round Rock Randalls, 2051 Gattis School Rd, **Round Rock**

- ❖ Brushy Creek MUD Community Center, Garden Meeting Room, 16318 Great Oaks Dr, **Round Rock**
- ❖ Taylor City Hall, Auditorium, 400 Porter St, **Taylor**

October 21, 2024 - November 1, 2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	21 7am – 7pm	22 7am – 7pm	23 7am – 7pm	24 7am – 7pm	25 7am – 7pm	26 7am – 7pm
27 12pm – 6pm	28 7am – 7pm	29 7am – 7pm	30 7am – 7pm	31 7am – 7pm	1 7am – 7pm	

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)

Early Voting Clerk
P.O. Box 209
Georgetown, TX 78627
512-943-1630
www.wilcotx.gov/elections

Applications for ballot by mail (ABBM)s must be received no later than the close of business on October 25, 2024.

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el 5 de noviembre).

Federal postcard applications (FPCAs) must be received no later than the close of business on October 25, 2024

(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 5 de noviembre).

Issued this the _____ day of August, 2024

(Emitada este día _____ de agosto, 2024)

Bill Gravell, Jr., County Judge
(Firma del Juez del Condado)

Commissioners Court - Regular Session**34.****Meeting Date:** 08/13/2024

Establishing a Central Counting Station for the November 5, 2024, General Election

Submitted For: Bridgette Escobedo**Submitted By:** Bridgette Escobedo, Elections**Department:** Elections**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the establishment of a Central Counting Station for the November, 5, 2024 General Election.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Establishing a CCS

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Bridgette Escobedo

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 12:55 PM

Started On: 08/08/2024 11:59 AM



ESTABLISHMENT OF A CENTRAL COUNTING STATION
FOR THE NOVEMBER 5, 2024, GENERAL ELECTION

In accordance with Tex. Elec. Code Ann. § 127.001, the Commissioners Court of Williamson County does hereby establish a Central Counting Station, located at the Williamson County Elections Department at 301 SE Inner Loop, Ste. 104, Georgetown, Texas for the November 5, 2024, General Election.

Central Count Staff:

Manager-Bridgette Escobedo
Tabulation Supervisor-Brandon Jenkins
Presiding Judge-Pamela Sherrin/Monica Harwig
Alternate Judge-Mary Griffith/Dorothy Fontanella

Honorable Bill Gravell
Williamson County Judge

Terry Cook
County Commissioner, Precinct 1

Cynthia Long
County Commissioner, Precinct 2

Valerie Covey
County Commissioner, Precinct 3

Russ Boles
County Commissioner, Precinct 4

Commissioners Court - Regular Session**35.****Meeting Date:** 08/13/2024

Approval of Award of IFB #24IFB63 Patriot Way Milling and Overlay to Asphalt, Inc. for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding IFB #24IFB63 Patriot Way Milling and Overlay to Asphalt, Inc. LLC dba Lone Star Paving Company in the amount of \$631,662.22 and authorize execution of the agreement.

Background

Williamson County sent out over 9,155 invitations to the solicitation, we had 50 document takers and received five (5) submissions from contractors. The bids for the project have been reviewed and the apparent low bid, Asphalt Inc, LLC dba Lone Star Paving Company was found to be responsive, mathematically correct, and materially balanced. This contractor has performed similar work on other projects and received positive references from those contacted. The contractor's low base bid is \$233,617.78 below the engineer's estimate, a cost decrease of 27%. Based on the low bid of \$631,662.22 and previous work experience, the staff recommends awarding to Asphalt, Inc. dba Lone Star Paving Company for this project. The funding source is 01.0200.0210.003599 and the point of contact is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Recommendation Letter

Bid Tabulation

Bid Tabulation - All submittals

Form 1295 - Asphalt Inc

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton

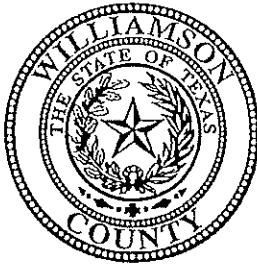
Becky Pruitt

Date

08/07/2024 03:52 PM

08/08/2024 08:13 AM

Started On: 08/02/2024 03:00 PM



Agreement for Construction Services

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. 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 following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 24IFB63, Patriot Way Milling and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of six hundred thirty-one thousand six hundred sixty-two dollars and twenty-two cents (\$631,662.22), 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 following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 24IFB63, Patriot Way Milling and Overlay; including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described, and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons, therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. 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 terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: 15 work days

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed on or before 20 work days; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of \$500 per work day from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to

perform its obligations in accordance with the highest standards used in the profession 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 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.

6.5 As part of Contractor obligation to coordinate the Work, Contractor shall:

- a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
- b. provide an on-site, full-time superintendent for the duration of the Work;
- c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
- d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
- e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
- f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
- g. advise Owner of any tests that should be performed;
- h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
- i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
- j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
- k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated, and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 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.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) 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 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
- c. at Owner's cost, 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 design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The 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.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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 <i>(including premises, completed operations and contractual)</i>	\$ 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	

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

An all risks policy shall be in the amount equal at all times to 100% of the 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 his 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:

1. 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.
2. 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 this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than \$1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

- a. Definitions:
 - (1) 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 Work.
 - (2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, 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 in relation to the Work. "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 Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. 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 in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.
- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, 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.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) 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 Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. 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 in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement 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 in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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.

- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. 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.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of 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.

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

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. 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 \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and 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 under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 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, 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.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE 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 THE 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 WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 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.

8.3 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 9 BONDS

9.1 **Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 **Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 **Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 **Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, 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.

11.2 Assignment; Successors and Assigns. 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. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 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 Work site 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.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 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.

11.10 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.

11.11 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 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.

11.12 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.

11.13 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.

11.14 Sales and Use Tax Exemption. 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.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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.

11.16 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.

11.17 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.

11.18 Reports of Accidents. Within 24 hours after Contractor 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 the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

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

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement 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 this Agreement.

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

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

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 (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: 

Printed Name: Alex Flores

Title: Executive Vice President

Date: 7/30/2024

Party Representatives

Owner's Designated Representative ("ODR"):

Phone _____

Fax _____

Contractor's Designated Representative:

Jon Wickes
Project Manager
jwickes@ispaving.com

Phone 512-269-2195

Fax N/A



July 19, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way
Georgetown, Texas 78626

Subject: Recommendation for Patriot Way Milling and Overlay – Bid #24IFB63

The bids for the subject-referenced project have been reviewed, and the apparent low bid (Asphalt Inc) was found to be responsive, mathematically correct, and materially balanced. Following is a summary of the bid totals:

1. Asphalt Inc - \$631,662.22
2. Texas Materials Group, Inc - \$708,299.65
3. Bennett Paving Inc - \$775,452.87
4. Alpha Paving Industries - \$818,327.35
5. CK Newberry LLC - \$1,013,498.25

The Contractor's low base bid is \$233,617.78 below the Engineer's Estimate, a cost decrease of 27%.

In addition to meeting the bid qualifications, Asphalt Inc has performed similar work on other projects and received positive references from those contacted. Based on the low bid of \$631,662.22 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Asphalt Inc the contract for the Patriot Way Milling and Overlay Project.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Matt Will' followed by a long horizontal line. To the right of the line, the initials 'for JTE' are written in blue ink.

J. Terron Evertson, P.E.
Deputy Sr. Director of Infrastructure

Contractor Name:		ASPHALT INC., LLC DBA LONE STAR PAVING COMPANY				
Bid Form Patriot Way - Milling and Overlay from E SH 29 to City Limits of Georgetown Williamson County, Texas						
ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Total Price
160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	446	\$ 12.00	\$ 5,352.00
164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	446	\$ 6.25	\$ 2,787.50
166	6001	FERTILIZER	AC	1	\$ 650.00	\$ 650.00
168	6001	VEGETATIVE WATERING	MG	56	\$ 150.00	\$ 8,400.00
316	6175	AGGR (TY-B GR-4 SAC-B)	CY	252	\$ 200.00	\$ 50,400.00
316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	10,122	\$ 3.25	\$ 32,896.50
340	6011	D-GR HMA (SQ) TY-B PG64-22	TON	637	\$ 114.50	\$ 72,936.50
340	6122	D-GR HMA TY - D PG70 - 22	TON	3,182	\$ 118.00	\$ 375,476.00
354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	11,248	\$ 1.60	\$ 17,996.80
354	6042	PLANE ASPH CONC PAV (8")	SY	1,446	\$ 3.80	\$ 5,494.80
500	6001	MOBILIZATION	LS	1	\$10,350.00	\$ 10,350.00
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	\$16,000.00	\$ 16,000.00
662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	795	\$ 1.35	\$ 1,073.25
662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	20	\$ 1.35	\$ 27.00
666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	24	\$ 15.00	\$ 360.00
666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	11,011	\$ 0.22	\$ 2,422.42
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	24	\$ 3.00	\$ 72.00
666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	11,011	\$ 0.85	\$ 9,359.35
666	6291	RE PROF PAV MRK TY I (Y) 4" (BRK) (090MIL)	LF	2,612	\$ 0.50	\$ 1,306.00
666	6167	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2,612	\$ 0.28	\$ 731.36
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	10,922	\$ 0.22	\$ 2,402.84
666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	10,922	\$ 0.95	\$ 10,375.90
666	6056	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	4	\$ 300.00	\$ 1,200.00
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	4	\$ 25.00	\$ 100.00
666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	4	\$ 325.00	\$ 1,300.00
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	4	\$ 30.00	\$ 120.00
672	6009	REFL PAV MRKR TY II-A-A (AT 40')	EA	296	\$ 7.00	\$ 2,072.00
					Project Total	\$ 631,662.22

24IFB63 Patriot Way Milling and Overlay

Date of Opening: Tuesday, July 16, 2024

Contractor	Amount
Asphalt Inc	\$631,662.22
Texas Materials Group, Inc	\$708,299.65
Bennett Paving Inc	\$775,452.87
Alpha Paving Industries	\$818,327.35
CK Newberry LLC	\$1,013,498.25

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Asphalt Inc.,LLC dba Lone Star Paving Company
Austin, TX United States

Certificate Number:
2024-1193225

Date Filed:
07/29/2024

Date Acknowledged:
08/02/2024

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

Williamson County Purchasing Department

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.

24IFB63
Milling & Overlay of Patriot Way in Williamson County, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spinn, Steve	Austin, TX United States	X	
	Naivar, Joe	Austin, TX United States	X	
	Ohlendorf, Ryan	San Antonio, TX United States	X	
	Ramming, John	Austin, TX United States	X	
	Knox, Allen	Austin, TX United States	X	
	Morisey, Greg	Austin, TX United States	X	
	Cabaza, Aaron	Austin, TX United States	X	
	Condon, Josh	Austin, TX United States	X	
	Carroll, Brian	Temple, TX United States		X
	Lundquist, Dean	Leander, TX United States	X	
	Asphalt Inc Employee Investments,	Austin, TX United States	X	
	Patrick Wheeler Heritage Trust,	Austin, TX United States	X	
	Kaitlin Wheeler Heritage Trust,	Austin, TX United States	X	
	Nolan Wheeler Heritage Trust,	Austin, TX United States	X	
	Wheeler, Jack	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Asphalt Inc.,LLC dba Lone Star Paving Company
Austin, TX United States

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24IFB63
Milling & Overlay of Patriot Way in Williamson County, Texas.

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

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Asphalt Inc.,LLC dba Lone Star Paving Company
Austin, TX United States

Certificate Number:
2024-1193225

Date Filed:
07/29/2024

Date Acknowledged:

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

Williamson County Purchasing Department

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24IFB63
Milling & Overlay of Patriot Way in Williamson County, Texas.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spinn, Steve	Austin, TX United States	X	
	Naivar, Joe	Austin, TX United States	X	
	Ohlendorf, Ryan	San Antonio, TX United States	X	
	Ramming, John	Austin, TX United States	X	
	Knox, Allen	Austin, TX United States	X	
	Morisey, Greg	Austin, TX United States	X	
	Cabaza, Aaron	Austin, TX United States	X	
	Condon, Josh	Austin, TX United States	X	
	Carroll, Brian	Temple, TX United States		X
	Lundquist, Dean	Leander, TX United States	X	
	Asphalt Inc Employee Investments,	Austin, TX United States	X	
	Patrick Wheeler Heritage Trust,	Austin, TX United States	X	
	Kaitlin Wheeler Heritage Trust,	Austin, TX United States	X	
	Nolan Wheeler Heritage Trust,	Austin, TX United States	X	
	Wheeler, Jack	Austin, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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:
2024-1193225

Date Filed:
07/29/2024

Date Acknowledged:

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

Asphalt Inc., LLC dba Lone Star Paving Company
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 Purchasing 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.

24IFB63
Milling & Overlay of Patriot Way in Williamson County, Texas.

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [REDACTED] (street), [REDACTED] (city), TX (state), 78163 (zip code), USA (country).

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

Executed in Comal County, State of Texas, on the 29th day of July, 2024.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**36.****Meeting Date:** 08/13/2024

KC Engineering 21RFSQ14 Contract Amendment No 1 Drainage and Roadways

Submitted For: Robert Daigh**Submitted By:** Vicky Edwards, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 1 is to update the rate schedule.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

KC Engineering 21RFSQ14 Contract Amendment No 1 Drainage and Roadways

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 08/05/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

08/05/2024 11:58 AM

08/05/2024 04:14 PM

Started On: 08/05/2024 11:22 AM

AMENDMENT NO. 1 TO CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 1 to Contract for Engineering Services ("Amendment No. 1") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective **May 31, 2022**, wherein Engineer agreed to perform certain professional engineering services in connection with the **21RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects** for Williamson County Road and Bridge ("Project");

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Exhibit D – Rate Schedule

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

II. Terms of Contract Control and Extent of Amendment No. 1

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

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

KC Engineering, Inc.

By: 

Printed Name: Greg Haley, P.E.

Title: President

Date: August 2, 2024

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit D

Rate Schedule

Please see next page(s).

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

K.C. ENGINEERING, INC.

Principal Engineer	\$ 250.00	per hour
Senior Project Manager	\$ 215.00	per hour
Project Manager	\$ 200.00	per hour
Senior Project Engineer	\$ 195.00	per hour
Project Engineer	\$ 165.00	per hour
Engineer-in-Training	\$ 125.00	per hour
Engineering Assistant	\$ 110.00	per hour
CAD Technician	\$ 95.00	per hour
Clerical	\$ 80.00	per hour

Other Expenses:

Photocopies (per page):

8-1/2" x 11" (B&W)	\$ 0.15 each
8-1/2" x 11" (Color)	\$ 0.75 each
11" x 17" (B&W)	\$ 0.30 each
11" x 17" (Color)	\$ 1.50 each
24" x 36"	\$ 4.50 each
Other Sizes	\$ 1.50 per square foot

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

AMATERRA ENVIRONMENTAL, INC.

Labor/Staff Classification	Hourly Rate
Principal	\$232.00
Program Director	\$164.00
Project Manager	\$142.00
Env. Specialist/Planner IV	\$136.00
Env. Specialist/Planner III	\$114.00
Env. Specialist/Planner II	\$79.00
Env. Specialist/Planner I	\$76.00
Sr. Historical Architect	\$137.00
Historical Architect/Historian IV	\$147.00
Architectural Historian/Historian III	\$118.00
Architectural Historian/Historian II	\$89.00
Architectural Historian/Historian I	\$73.00
Archeologist VII/ Sr. Principal Investigator	\$136.00
Archeologist VI/ Principal Investigator	\$101.00
Archeologist IV/Project Archeologist/Lab Director	\$91.00
Archeologist III/Field Director	\$86.00
Archeologist II/Crew Chief	\$77.00
Archeologist I/Technician	\$67.00
GIS Specialist	\$109.00
GIS Technician/Illustrator/Drafter	\$70.00
Admin./Document Production Spvr	\$88.00
Editor	\$74.00
Clerical	\$61.00

Reimbursable Expenses	
Photocopies B/W	\$0.10
Photocopies Color	\$1.00
GPS Rental	\$25 / day

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

HARDESTY & HANOVER, LLC

LABOR CATEGORY	RATE SCHEDULE 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
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courier Services	Actual Cost

Exhibit D - Rate Schedule

PERSONNEL

Principal	\$150.00/hour
Registered Land Surveyor	\$145.00/hour
Project Manager	\$115.00/hour
GIS Specialist	\$100.00/hour
Survey Technician	\$85.00/hour
Survey Technician II	\$95.00/hour
Senior Survey Technician	\$100.00/hour
2 Person Survey Crew	\$140.00/hour
3 Person Survey Crew	\$155.00/hour
Project Support/Data Processor	\$50.00/hour

NON-LABOR EXPENSES

18" x 24" Copies (Paper)	\$5.00 per sheet
24" x 36" Copies (Paper)	\$8.00 per sheet
18" x 24" Copies (Mylar)	\$15.00 per sheet
24" x 36" Copies (Mylar)	\$20.00 per sheet

Commissioners Court - Regular Session**37.****Meeting Date:** 08/13/2024

24IFB59 East Wilco Highway Segment 2 Phase 1 - Notice of Intent Application (NOI)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB59 - East Wilco Highway Segment 2 Phase 1, a Road Bond program in Commissioner Pct. 4 Project: P392 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB59-EastWilcoHwySeg2Ph1-NOI

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:20 AM

Started On: 08/05/2024 07:38 PM

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	East Wilco Hwy Segment 2 Phase 1
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From CR 137 to FM 3349
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.50216
Longitude (W) (-###.#####)	-97.55005
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	East Wilco Hwy Segment 2 Phase 1
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From CR 137 to FM 3349
City	Taylor
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.50216
Longitude (W) (-###.#####)	-97.55005
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County

Texas SOS Filing Number

Federal Tax ID

746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Yes

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

Bill

Middle

Last

Gravell

Suffix

JR

Credentials

Title

County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE
225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

HNTB Companies

Prefix

First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	Construction Contract Admin
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71?	No
5) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
6) If applicable, what is the Secondary SIC Code(s)?	
7) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	90.54
8) What is the construction project or site type?	Highway or Road
9) Is the project part of a larger common plan of development or sale?	No
10) What is the estimated start date of the project?	09/02/2024
11) What is the estimated end date of the project?	12/31/2028

- | | |
|--|--|
| 12) Will concrete truck washout be performed at the site? | Yes |
| 13) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site? | Brushy Creek Brazos River,
Cottonwood Creek Tributary, Boggy
Creek Tributary |
| 14) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach? | 1244 |
| 15) Is the discharge into a Municipal Separate Storm Sewer System (MS4)? | No |
| 16) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213? | No |
| 17) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. | Yes |
| 18) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). | Yes |
| 19) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. | Yes |

Commissioners Court - Regular Session**38.****Meeting Date:** 08/13/2024

24IFB57 Ronald Reagan Blvd. Widening - Notice of Intent Application (NOI)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 24IFB57 - Ronald Reagan Blvd. Widening, a Road Bond program in Commissioner Pct. 3 Project: P336 Funding Source: Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ) before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

24IFB57 RR Blvd Widening-NOI

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:20 AM

Started On: 08/05/2024 08:04 PM

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	Ronald Reagan Blvd Widening
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From SH 29 to 0.281 Miles North of FM 3405
City	Liberty Hill
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.#####)	30.637649
Longitude (W) (-###.#####)	-97.828789
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	Ronald Reagan Blvd Widening
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	From SH 29 to 0.281 Miles North of FM 3405
City	Liberty Hill
State	TX
ZIP	78642
County	WILLIAMSON
Latitude (N) (##.#####)	30.637649
Longitude (W) (-###.#####)	-97.828789
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government
Full legal name of the applicant:	
Legal Name	Williamson County

Texas SOS Filing Number

Federal Tax ID

746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Yes

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

Bill

Middle

Last

Gravell

Suffix

JR

Credentials

Title

County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE
225

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name

HNTB Companies

Prefix

First	Julissa
Middle	
Last	Vasquez
Suffix	
Credentials	
Title	Construction Contract Admin
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juvasquez@hntb.com

CNOI General Characteristics

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71?	No
5) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
6) If applicable, what is the Secondary SIC Code(s)?	
7) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	67.7
8) What is the construction project or site type?	Highway or Road
9) Is the project part of a larger common plan of development or sale?	No
10) What is the estimated start date of the project?	08/19/2024
11) What is the estimated end date of the project?	12/31/2028

- | | |
|--|------------------------------|
| 12) Will concrete truck washout be performed at the site? | Yes |
| 13) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site? | North Fork San Gabriel River |
| 14) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach? | 1251 1248 |
| 15) Is the discharge into a Municipal Separate Storm Sewer System (MS4)? | No |
| 16) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213? | Yes |
| 16.1) I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented. | Yes |
| 17) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. | Yes |
| 18) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). | Yes |
| 19) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. | Yes |

Commissioners Court - Regular Session**39.****Meeting Date:** 08/13/2024

T3346 Southeast Loop Segment 1 Phase 1 - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for T3346 - Southeast Loop Segment 1 Phase 1, a Road Bond project in Commissioner Pct. 4. P: 463 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on Southeast Loop Segment 1 Phase 1 have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

T3346-SELoopSeg1Ph1-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:21 AM

Started On: 08/06/2024 09:55 AM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1548FU

Site Information (Regulated Entity)

What is the name of the site to be authorized?	SOUTHEAST LOOP SEGMENT 1 PHASE 1-T3346
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	NORTHBOUND FRONTAGE OF SH 130 TO CR 137, FOR THE OVERLAY/CONSTRUCTION OF EASTBOUND FRONTAGE ROAD CONSISTING OF PONDS, AND SIGNING AND PAVEMENT MARKINGS
City	HUTTO
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.#####)	30.500655
Longitude (W) (-###.#####)	-97.580074
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111283412
What is the name of the Regulated Entity (RE)?	SOUTHEAST LOOP SEGMENT 1 PHASE 1
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	FROM NB FRNTG OF SH 130 TO CR 137 FOR THE OVELAY/CON. OF EB FRNTG RD CONSISTING OF GRADING, FLEXBASE, ASPHALT PAVEMENT, DRNG, DETENTION PONDS, SIGNING /PAVMT MARKINGS.
City	HUTTO
State	TX
ZIP	78634
County	WILLIAMSON
Latitude (N) (##.#####)	30.500655

Longitude (W) (-###.#####)

-97.580074

Facility NAICS Code

What is the primary business of this entity?

Customer (Applicant) Information

How is this applicant associated with this site?

Operator

What is the applicant's Customer Number (CN)?

CN600897888

Type of Customer

County Government

Full legal name of the applicant:

Legal Name

Williamson County

Texas SOS Filing Number

Federal Tax ID

746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

710 S MAIN ST STE 101

Routing (such as Mail Code, Dept., or Attn:)

WILLIAMSON COUNTY JUDGE BILL
GRAVELL, JR.

City

GEORGETOWN

State

TX

ZIP

78626

Phone (###-###-####)

5129431550

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization NameHNTB COMPANIES

Prefix

FirstJULISSA

Middle

LastVASQUEZ

Suffix

Credentials

TitleCONSTRUCTION CONTRACTS ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address TypeDomestic

Mailing Address (include Suite or Bldg. here, if applicable)101 E OLD SETTLERS BLVD STE 225

Routing (such as Mail Code, Dept., or Attn:)

CityROUND ROCK

StateTX

ZIP78664

Phone (###-###-####)5125348178

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mailJUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)Final stabilization has been achieved.

2) Enter the authorization number to be terminated:TXR1548FU

Commissioners Court - Regular Session**40.****Meeting Date:** 08/13/2024

23IFB33 Samsung Hwy (FM3349 to CR 404) - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 23IFB33 - Samsung Hwy (FM3349 to CR 404), a Road Bond project in Commissioner Pct. 4. P: 391 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on Samsung Hwy (FM3349 to CR 404) have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB33 Samsung Hwy (Fm3349 to CR404)-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:22 AM

Started On: 08/06/2024 10:07 AM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1521MG

Site Information (Regulated Entity)

What is the name of the site to be authorized?	SAMSUNG HIGHWAY FM3349 TO CR 404
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM FM 3349 TO CR 404
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.52264
Longitude (W) (-###.#####)	-97.48824
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111706180
What is the name of the Regulated Entity (RE)?	SAMSUNG HIGHWAY FM3349 TO CR 404
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FROM FM 3349 TO CR 404
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.52264
Longitude (W) (-###.#####)	-97.48824
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?

Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMIN

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1521MG

Commissioners Court - Regular Session**41.****Meeting Date:** 08/13/2024

23IFB6 CR 404 at FM 973 - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 23IFB6 CR 404 at FM 973, a Road Bond project in Commissioner Pct. 4. P: 390 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 404 at FM 973 have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB6 CR404atFM973-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:22 AM

Started On: 08/06/2024 10:17 AM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1580LH

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 404 AT FM 973
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	FM 973 FROM CR 404 TO FCR
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.53462
Longitude (W) (-###.#####)	-97.44642
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111615001
What is the name of the Regulated Entity (RE)?	CR 404 AT FM 973
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	FM 973 FROM CR 404 TO FCR
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.53462
Longitude (W) (-###.#####)	-97.44642
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1580LH

Commissioners Court - Regular Session**42.****Meeting Date:** 08/13/2024

22IFB110 Southwest Bypass Extension - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB110 - Southwest Bypass Extension, a Road Bond project in Commissioner Pct. 3. P: 352 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on Southwest Bypass Extension have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB110-SWBypass-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:23 AM

Started On: 08/06/2024 10:23 AM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1581KE

Site Information (Regulated Entity)

What is the name of the site to be authorized?	SOUTHWEST BYPASS EXTENSION
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	WOLF RANCH PARKWAY TO SH 29
City	GEORGETOWN
State	TX
ZIP	78628
County	WILLIAMSON
Latitude (N) (##.#####)	30.626258
Longitude (W) (-###.#####)	-97.720324
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111555355
What is the name of the Regulated Entity (RE)?	SOUTHWEST BYPASS EXTENSION
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	WOLF RANCH PARKWAY TO SH 29
City	GEORGETOWN
State	TX
ZIP	78628
County	WILLIAMSON
Latitude (N) (##.#####)	30.626258
Longitude (W) (-###.#####)	-97.720324
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1581KE

Commissioners Court - Regular Session**43.****Meeting Date:** 08/13/2024

22IFB126 Samsung Highway (CR 404 to FM 973) - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB126 - Samsung Highway (CR 404 to FM 973), a Road Bond project in Commissioner Pct. 4. P: 619
Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on Samsung Highway (CR 404 to FM 973) have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB126-SamsungHwy-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:23 AM

Started On: 08/06/2024 10:29 AM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1571KA

Site Information (Regulated Entity)

What is the name of the site to be authorized?	FUTURE COUNTY ROAD
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	CR 404 TO FM 973
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.524163
Longitude (W) (-###.#####)	-97.448277
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111547519
What is the name of the Regulated Entity (RE)?	FUTURE COUNTY ROAD
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	CR 404 TO FM 973
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.524163
Longitude (W) (-###.#####)	-97.448277
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name	WILLIAMSON COUNTY
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)

Enter the authorization number to be terminated:

Commissioners Court - Regular Session**44.****Meeting Date:** 08/13/2024

22IFB39 CR 111 Westinghouse Road - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB39 - CR 111 Westinghouse Road, a Road Bond project in Commissioner Pct. 3. P: 292 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 111 Westinghouse Road have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB39 CR111-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:24 AM

Started On: 08/06/2024 11:37 AM

Texas Commission on Environmental Quality

Construction Notice of Termination

TXR1541HZ

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 111 AND CR 110 NORTH WIDENING
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	CR 111 FROM FM 1460 TO SH 130 AND CR 110 FROM CR 107 TO CR 111
City	GEORGETOWN
State	TX
ZIP	78626
County	WILLIAMSON
Latitude (N) (##.#####)	30.592745
Longitude (W) (-###.#####)	-97.618235
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111422879
What is the name of the Regulated Entity (RE)?	CR-111 WESTINGHOUSE RD
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	CR 111 FROM FM 1460 TO SH 130 AND CR 110 FROM CR 107 TO CR 111
City	GEORGETOWN
State	TX
ZIP	78626
County	WILLIAMSON
Latitude (N) (##.#####)	30.592745
Longitude (W) (-###.#####)	-97.618235
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
--	----------

What is the applicant's Customer Number (CN)?

CN600897888

Type of Customer

County Government

Full legal name of the applicant:

Legal Name

Williamson County

Texas SOS Filing Number

Federal Tax ID

746000978

State Franchise Tax ID

State Sales Tax ID

Local Tax ID

DUNS Number

Number of Employees

501+

Independently Owned and Operated?

No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name

Williamson County

Prefix

THE HONORABLE

First

BILL

Middle

Last

GRAVELL

Suffix

JR

Credentials

Title

COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type

Domestic

Mailing Address (include Suite or Bldg. here, if applicable)

101 E OLD SETTLERS BLVD STE
100

Routing (such as Mail Code, Dept., or Attn:)

City

ROUND ROCK

State

TX

ZIP

78664

Phone (###-###-####)

5129431577

Extension

Alternate Phone (###-###-####)

Fax (###-###-####)

E-mail

ASCHIELE@WILCO.ORG

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125276734
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1541HZ

Commissioners Court - Regular Session**45.****Meeting Date:** 08/13/2024

22IFB57 CR 401 Reconstruction - Notice of Termination (NOT)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding the Notice of Termination (NOT) for Stormwater Discharge associated with Construction Activities under TPDES Construction General Permit (TXR150000) for 22IFB57- CR 401 Reconstruction, a Road Bond project in Commissioner Pct. 4. P: 390 Funding Source: Road Bond.

Background

Williamson County is required by the Texas Commission on Environmental Quality (TCEQ) to obtain coverage under TPDES General Permit No. TXR150000 before commencing site disturbing activities on any project that disturbs over 5 acres. Once final stabilization has occurred, Williamson County is required to submit a Notice of Termination to TCEQ for the project. The Construction activities on CR 401 Reconstruction have been completed including final stabilization.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB57 CR 401-NOT

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:24 AM

Started On: 08/06/2024 11:42 AM

Texas Commission on Environmental Quality**Construction Notice of Termination**

TXR1528IY

Site Information (Regulated Entity)

What is the name of the site to be authorized?	CR 401 RECONSTRUCTION
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	BETWEEN US-79 AND CR 404
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.562039
Longitude (W) (-###.#####)	-97.451909
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	RN111489878
What is the name of the Regulated Entity (RE)?	CR 401 RECONSTRUCTION
Does the RE site have a physical address?	No

Physical Address

Because there is no physical address, describe how to locate this site:	BETWEEN US-79 AND CR 404
City	TAYLOR
State	TX
ZIP	76574
County	WILLIAMSON
Latitude (N) (##.#####)	30.562039
Longitude (W) (-###.#####)	-97.451909
Facility NAICS Code	
What is the primary business of this entity?	GOVERNMENT

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	
State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No

I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.

Responsible Authority Contact

Organization Name	Williamson County
Prefix	THE HONORABLE
First	BILL
Middle	
Last	GRAVELL
Suffix	JR
Credentials	
Title	COUNTY JUDGE

Responsible Authority Mailing Address

Enter new address or copy one from list:

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 100
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431550
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	ASCHIELE@WILCO.ORG

Application Contact**Person TCEQ should contact for questions about this application:**

Same as another contact?

Organization Name	HNTB COMPANIES
Prefix	
First	JULISSA
Middle	
Last	VASQUEZ
Suffix	
Credentials	
Title	CONSTRUCTION CONTRACT ADMINISTRATOR

Enter new address or copy one from list:

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	JUVASQUEZ@HNTB.COM

Construction Notice of Intent - Termination Reason

1) What is the reason for terminating this authorization? (See instructions for descriptions of reasons.)	Final stabilization has been achieved.
2) Enter the authorization number to be terminated:	TXR1528IY

Commissioners Court - Regular Session**46.****Meeting Date:** 08/13/2024

22IFB139 FM3349 at US79 - Change Order #18 (Jonah Water Line Open Cut)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 18 in the amount of \$18,623.43 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for additional cost associated with changes to the open cut and jack and bore sections of the Jonah 36-inch steel encased water line along Line A, located north and south of US 79. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked and bore section of the water line under US 79 was lowered by 5 feet. This change created the need for additional shoring and material handling, and the installation of fittings to return the water line up to its original elevation before continuing with the open trench section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked and bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of \$18,623.43 to the Contract amount, for an adjusted Contract total of \$84,094,103.07. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,153,064.94 has been added to the Contract, resulting in an 2.63% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB139 FM3349 CO#18-Jonah WL

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 10:12 AM

Started On: 08/07/2024 09:40 AM

WILLIAMSON COUNTY, TEXASCHANGE ORDER NUMBER: 18

NTP Required:

Contractor: James Construction Group ☒ Yes ☐ NoProject Name: FM3349 at US 79Change Order Work Limits: Sta. A - 106+00 to Sta. A - 115+00Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)Reasons: 2G (3 Max. - In order of importance - Primary first)


Contract Award Date:	<u>9/26/2022</u>
Project Number:	<u>22IFB139</u>
Funding Source:	<u>P332</u>
Roadway:	<u>FM3349</u>
CSJ Number:	<u>N/A</u>

Describe the work being revised:


2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section.

Work to be performed in accordance with Items: See AttachedNew or revised plan sheet(s) are attached and numbered: 14-15, 25New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ NoNew 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).

<small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small>		The following information must be provided	
THE CONTRACTOR	Date <u>7/15</u>	Time Ext. #:	<u>N/A</u> Days added on this CO: <u>0</u>
By 		Amount added by this change order:	<u>\$18,623.43</u>
Typed/Printed Name <u>Tony Williams</u>		Original Contract Amount:	<u>\$81,941,038.13</u>
Typed/Printed Title <u>Division Manager</u>		Total Change Orders To-Date:	<u>\$2,153,064.94</u>
		Percent Change in Original Contract:	<u>2.63%</u>

RECOMMENDED FOR EXECUTION:

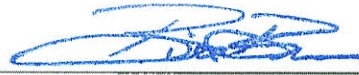

Senior Construction Engineer 7/19/2024
Date

RECOMMENDED FOR EXECUTION:


Department of Infrastructure 8/6/2024
Williamson County Date


Program Manager 8/6/2024
Date

APPROVED:


Jonah Water Special Utility District 8-5-24
Date

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 18

Project # 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
J106-02	24" C-151/PC200 D.I. RESTRAINED JT PIPE/POLY	LF	\$256.00	1,073.00	\$274,688.00	346.00	1,419.00	\$363,264.00	\$88,576.00
J106-14	36" STEEL ENC. PIPE/OPEN CUT W/ 24" RESTRAINED JT	LF	\$653.00	1,023.00	\$668,019.00	(346.00)	677.00	\$442,081.00	(\$225,938.00)
J106-64	EXTRA DEPTH CONST. (36" CASING - OPEN CUT)	LF	\$105.00	0.00	\$0.00	352.00	352.00	\$36,960.00	\$36,960.00
J106-65	EXTRA DEPTH CONST. (TRENCH SAFETY EQUIP.)	LF	\$21.00	0.00	\$0.00	352.00	352.00	\$7,392.00	\$7,392.00
J106-66	DEMOB/REMOV/HANDLE OF UNUSED MATERIAL/DEWATERING	LS	\$20,496.12	0.00	\$0.00	1.00	1.00	\$20,496.12	\$20,496.12
J106-67	36" STL CASING PIPE - PURCHASE UNUSED MATERIAL	LF	\$199.84	0.00	\$0.00	346.00	346.00	\$69,144.64	\$69,144.64
J106-68	CASING SPACERS - PURCHASE UNUSED MATERIAL	EA	\$419.39	0.00	\$0.00	52.00	52.00	\$21,808.28	\$21,808.28
999 WC17	BOND 1% MARK-UP	DOL	\$184.39	0.00	\$0.00	1.00	1.00	\$184.39	\$184.39
TOTALS					\$942,707.00			\$961,330.43	\$18,623.43

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 18

Reason for Change

This Change Order compensates the Contractor for additional cost associated with changes to both, the open cut and jack & bore sections of the Jonah 36-inch steel encasement water line along Line A, located north and south of US 79. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line under US 79 was lowered by 5 ft. This change created the need for additional shoring and material handling, and the installation of fittings to return the water line up to its original elevation before continuing with the open trench section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bored section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
J106-64	EXTRA DEPTH CONST. (36" CASING – OPEN CUT)	352	LF
J106-65	EXTRA DEPTH CONST. (TRENCH SAFETY EQUIP.)	352	LF
J106-66	DEMOB/REMOV/HANDLE OF UNUSED MATERIAL/DEWATERING	1	LS
J106-67	36" STL CASING PIPE – PURCHASE UNUSED MATERIAL	346	LF
J106-68	CASING SPACERS – PURCHASE UNUSED MATERIAL	52	EA
999 WC17	BOND 1% MARK-UP	1	DOL

This Change Order results in a net increase of \$18,623.43 to the Contract amount, for an adjusted Contract total of \$84,094,103.07. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,153,064.94 has been added to the Contract, resulting in an 2.63% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name FM3349 at US79

Solicitation # 22IFB139

Date awarded 9/26/2022

Awarded Contract Amount \$81,941,038.13

Percentage Change

Change order #1	\$925,354.41	1.13%
Change order #2	\$82,000.00	0.10%
Change order #3	\$195,302.81	0.24%
Change order #4	-\$472,492.20	-0.58%
Change order #5	-\$5,274.97	-0.01%
Change order #6	\$130,053.00	0.16%
Change order #7	\$661,031.30	0.81%
Change order #8	\$327,321.48	0.40%
Change order #9	-\$368,749.53	-0.45%
Change order #10	\$67,965.30	0.08%
Change order #11	\$271,902.72	0.33%
Change order #12	\$64,791.00	0.08%
Change order #13	\$82,301.65	0.10%
Change order #14	\$101,248.22	0.12%
Change order #15	\$24,513.18	0.03%
Change order #16	\$35,324.07	0.04%
Change order #17	\$11,849.07	0.01%
Change order #18	\$18,623.43	0.02%

Total changes to date

\$2,153,064.94

2.63%

(Running totals here)

Adjusted contract amount

\$84,094,103.07

CHANGE ORDER PROPOSAL

Date: 6/19/2024

Invoice #



Bill To:
HNTB- WILLIAMSON COUNTY

RE:
FM3349
ASIF MIRZAZADA
3486-01-008

Qty	UM	Description	Unit Price	Total
1.00	LS	PRICE PROPOSAL- FM334- JONAH WL LOWERING AND CASING DEDUCT	\$ 18,623.43	\$18,623.43
		PREPARED BY: KYLE OLDHAM		
			Total	\$18,623.43

James Construction Group

PRICE PROPOSAL- FM334- JONAH WL LOWERING AND CASING DEDUCT

Date: 5/21/2024
CO Pricing Good For: 45 daysProject: FM3349
Control: 3486-01-008County: Williamson
Highway: FM3349

Description: PRICE PROPOSAL- FM334- JONAH WL LOWERING AND CASING DEDUCT

Estimated Qty: 1 LS
Estimated Change in Contract Sum: \$ 18,439.04

Narrative: PRICE PROPOSAL FOR CHANGES ACCORDING TO NEW JONAH SHEETS SENT ON 5/15/24 IN RESPONSE TO RFI 58.

Labor	Reg Hrs	OT Hrs	UM	Reg Rate	OT Rate (x1.5)	Extended
		0	HR		\$ -	\$ -
		0	HR		\$ -	\$ -
Subtotal						\$ -
55% Burdens						\$ -
15% Markup						\$ -
Total Labor						\$ -

Equipment	QTY	UM	Rate	Extended
		HR		\$ -
				\$ -
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				\$ -
Total Equipment				\$ -

Subcontractors	QTY	UM	Price	Extended
EXISTING CONTRACT ITEMS				
J106-02 24" C-151/PC200 D.I. RESTRAINED JT PIPE/POLY	346.00	LF	\$ 256.00	\$ 88,576.00
J106-14 36" STEEL ENC. PIPE/OPEN CUT w/ 24" RESTRAINED JT	-346.00	LF	\$ 653.00	\$ (225,938.00)
NEW CONTRACT ITEMS				
EXTRA DEPTH CONST. (36" CASING- OPEN CUT)	352.00	LF	\$ 105.00	\$ 36,960.00
EXTRA DEPTH CONST. (TRENCH SAFETY EQUIP.)	352.00	LF	\$ 21.00	\$ 7,392.00
DEMOB/REMOB/HANDLE OF UNUSED MATERIAL/DEWATERING	1.00	LS	\$ 20,496.12	\$ 20,496.12
36" STL CASING PIPE- PURCHASE UNUSED MATERIAL	346.00	LF	\$ 199.84	\$ 69,144.64
CASING SPACERS- PURCHASE UNUSED MATERIAL	52.00	EA	\$ 419.39	\$ 21,808.28
Subtotal				\$ 18,439.04
Total Subcontract				\$ 18,439.04

Material	QTY	UM	Price	Extended
				\$ -
				\$ -
Subtotal				\$ -
25% Markup				\$ -
Total Material				\$ -

Miscellaneous	QTY	UM	Price	Extended
				\$ -
				\$ -
Subtotal				\$ -
15% Markup				
Total Miscellaneous				\$ -
SUBTOTAL				\$ 18,439.04
BOND @ 1%				\$ 184.39
TOTAL COST				\$18,623.43
UNIT PRICE (TOTAL COST/EST. QTY)				\$ 18,623.43



Patin Construction LLC

3800 W. Second Street

Taylor, TX 76574

Phone: (512) 269-1071

Fax: (512) 269-1072

CHANGE ORDER

May 20, 2024

JAMES CONSTRUCTION GROUP

Email: Gary Couch, Kyle Oldham

Project Name: FM 3349 at US 79- Water Line scope

Item No.	Qty.	Unit	Description	Unit Price	Total
1	346	LF	24" C-151, PC200 D.I. Restrained Joint Pipe, Polyethylene Tube Protection, and Fittings; w/ Tracer Wire; Installed	\$ 272.00	\$ 94,112.00
2	-346	LF	36" Steel Enc. Pipe, Open Cut; w/ 24" Restrained Joint C-151 PC200 D.I. Pipe; Installed	\$ 618.00	\$(213,828.00)
3	352	LF	Extra depth construction for deeper Water line (36" Steel Casing by Open Cut) after Bore was lowered due to gas line conflict- Labor, Equipment, Fuel	\$ 100.00	\$ 35,200.00
4	352	LF	Trench Safety- Additional boxes and rental fees for deeper construction on 36" Steel Casing by Open Cut	\$ 20.00	\$ 7,040.00
5	346	LF	36" Steel Encasement Pipe- Material already purchased and delivered, Supplier will not accept return of materials	\$ 199.84	\$ 69,144.64
6	52	EA	Casing Spacers- Material already purchased and delivered, Supplier will not accept return of materials	\$ 419.39	\$ 21,808.28
7	1	LS	Costs associated with unloading, reloading, handling and storage of 36" steel casing pipe material that is no longer needed for project- Labor and fuel	\$ 22,700.00	\$ 22,700.00
				Subtotal	\$ 36,176.92

TOTAL CHANGE ORDER #16 \$ 36,176.92

Subcontractor:

BY: *Jeff Birkhead*

Patin Construction, LLC

General Contractor

BY:

James Construction



REQUEST FOR INFORMATION FORM

RFI NO.: 58 DATE: 4/18/24
PROJECT: 3349 @ US-79 RESPONSE REQUESTED BY
TO: HNTB: ASIF DATE: ASAP

REFERENCE: Plan Sheets: Jonah Water Line Plan Sheet 14 & 15

PROBLEM:

See attached - See RFI - Patin is onsite a quick response when be appreciated.

Received

04/18/2024

HNTB CORPORATION
ROUND ROCK

RECOMMENDED SOLUTION:

Originator

Supervisor

RESPONSE:

Please see the attached revised plan sheets 14, 15, and 25. Only changes in quantities occurred on plant sheets 14 and 15. These changes in quantities occurred to items J106-2 and J106-14.


Responder

5/9/2024
Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:



5880 West Highway 190
LEWISVILLE, Texas 76513
Phone: 972-538-5300 Fax: 866-785-2025

Date: 04/18/2024

Request for Information # 058

Project FM 3349 @ SH 79

JCG Job# 10906

CSJ # 3486-01-008

To:	From:
ASIF MIRZAZADA	GARY COUCH JR
HNTB CORPORATION	JAMES CONSTRUCTION GROUP, LLC.
101 E. OLD SETTLERS BLVD. STE.225	5880 W. US HWY190
ROUND ROCK, TX 78664	BELTON, TX 76513
Phone: 512-987-9179	Phone: 254-346-1102
Fax:	Fax:
Email: AMIRZAZADA@HNTB.COM	Email: GCOUCH@PRIM.COM

Subject:	Status:	Response Required By:
Patin - Water Line - Open Cut Casing	RFI OPEN	ASAP

Submittal #:	Drawing #:	Addendum:	Spec Section:	Schedule #:
	JONAH 14 &15			

Please be advised that this document shall serve as notice pursuant to the terms of the Contract. The timeliness and/or content of the response may impose time and cost impacts to the project that could not have been reasonably or objectively contemplated at the time of the Bid, which may therefore merit an adjustment to the Contract.

RFI Detail:
<p>Per our discussion at the meeting this morning, please submit a formal RFI to HNTB and Miles Whitney (Engineer) requesting that we move the location of the 45-degree bends and shallow up the Water line so that it's not 23' deep for roughly 250' LF on the south side of the bore and 448 LF on the north side of the bore. Attached is an Exhibit penciling in the requested change on Sheets 14 and 15 of the current approved plans.</p> <p>History of the change:</p> <p>A few months ago, due to the identification of an existing gas line at the bore pit for the Water line under Hwy 79, a plan revision was created that lowered the 36" Bore steel casing and 36" Open Cut steel casing by 5' from Station 104+55 to Station 115+76. The bore has already been installed per the revised plan; however, we are requesting that the Open Cut casing on the north and south side of the bore be eliminated and we install 45 degree bends immediately at each side of the Bore casing to bring the main 24" Ductile Iron line up to the meet the tie in grades that are shown at Station 104+34 and Station 116+07 of the plans.</p> <p>This revision would avoid a Change Order for additional depth construction and trench safety shoring due to the revision that lowered the depth of the full length of 36" Open Cut casing (698 LF) at this area of the project. We believe that revising the plans to 45-degree vertical bend the water line up to shallower grade immediately on each side of the Bore would avoid this potential change order increase and allow for more efficient and timely construction.</p> <p>Patin crews are currently on site working on the open cut casing. A quick response would be greatly appreciated to avoid demobilization.</p>



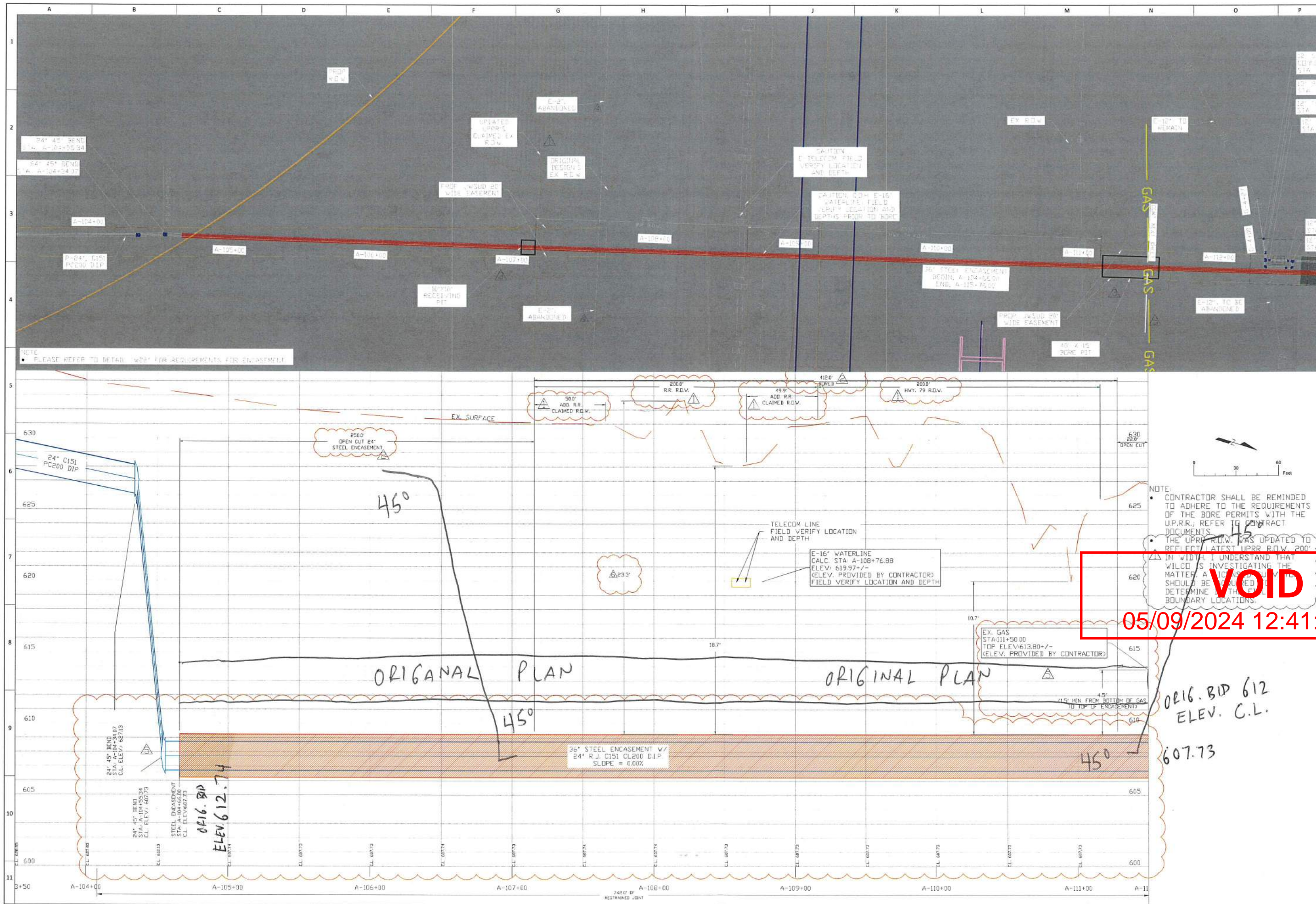
5880 West Highway 190
LEWISVILLE, Texas 76513
Phone: 972-538-5300 Fax: 866-785-2025

Date: 04/18/2024

Suggestion:

Response:

Signature: _____ Date: _____



NO.	DATE	BY	REVISION DESCRIPTION
1	9/28/23	MWW	NOTE: REVISIONS RECAPITULATING UPRR ROW CHANGE TO BORE & OPEN CUT LENGTHS
2	9/28/23	MWW	ADDITION OF BORE WIT LOCATIONS
3	9/28/23	MWW	ADDITION OF 2" HOLE WIRE AND NOTE REV.
4	11/16/23	MWW	REVISION DUE TO GAS CONFLICT
5	1/12/24	MWW	CORRECTED AND ADJUSTED NOTE

JONAH WATER S.U.D.

WILLIAMSON COUNTY, TEXAS

2021 - FM 3349, UTILITY ADJUSTMENTS

DESIGN: MWW

DRAWN: MWW

CHKD: MWW

SEAL:

STATE OF TEXAS

MILES W. WHITNEY

REGISTERED PROFESSIONAL ENGINEER

NO. 1254

EXPIRATION DATE 12/31/2024

APPROVED:

DATE: 1/12/2024

AYOTE CONSULTING, LLC

T.B.P.E. F-16387

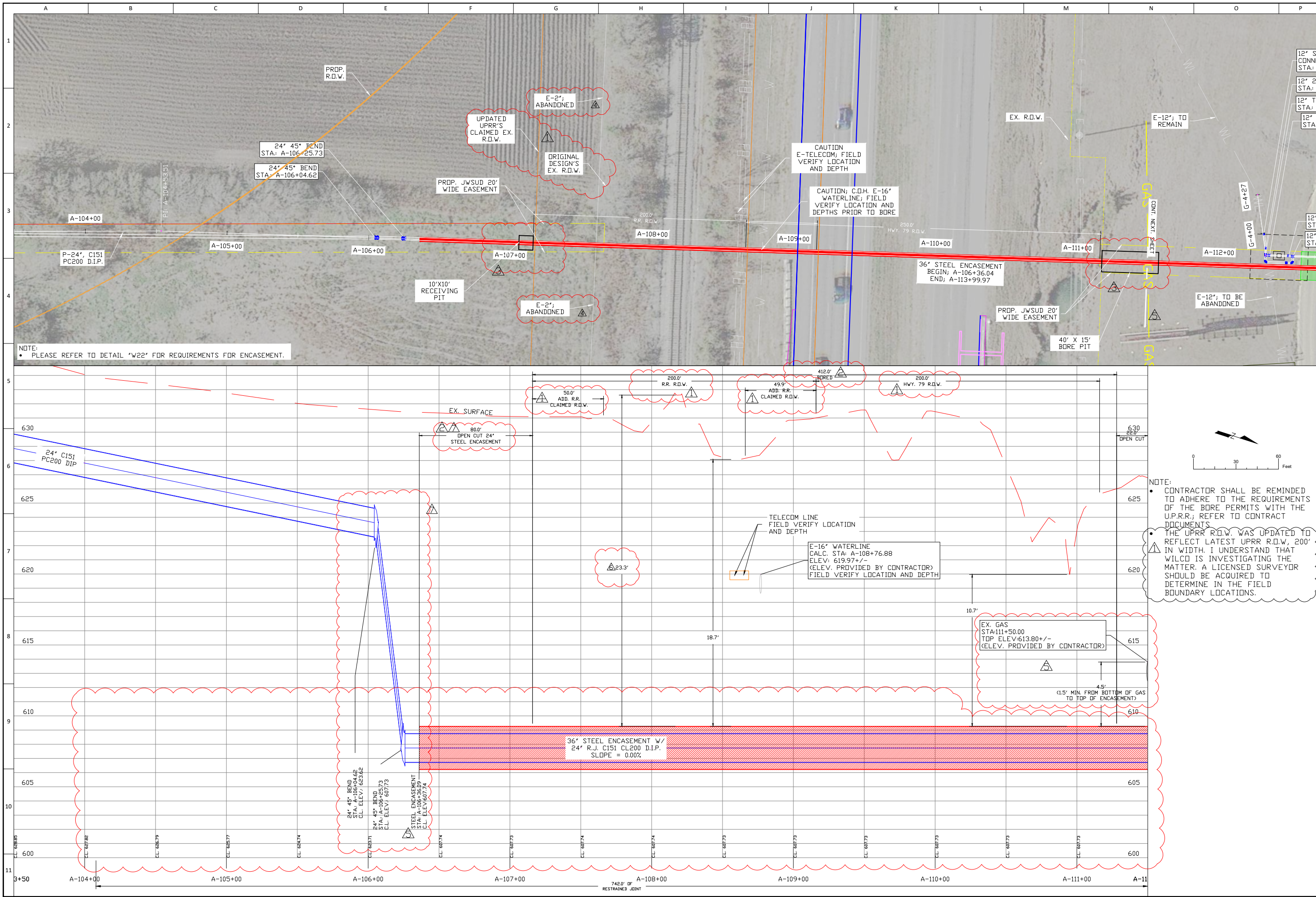
P.O. BOX 24189

WACO, TX 76702

PH. 254-744-3439

SHEET

14



NOTE:
• PLEASE REFER TO DETAIL "W22" FOR REQUIREMENTS FOR ENCASEMENT.

NOTE:
• CONTRACTOR SHALL BE REMINDED TO ADHERE TO THE REQUIREMENTS OF THE BORE PERMITS WITH THE U.P.R.R.; REFER TO CONTRACT DOCUMENTS.
• THE UPRR R.O.W. WAS UPDATED TO REFLECT LATEST UPRR R.O.W., 200' IN WIDTH. I UNDERSTAND THAT WILCO IS INVESTIGATING THE MATTER. A LICENSED SURVEYOR SHOULD BE ACQUIRED TO DETERMINE IN THE FIELD BOUNDARY LOCATIONS.

REVISION	DESCRIPTION	DATE	BY	CHKD
1	NOTE REVISIONS REGARDING UPPER ROW	9/28/23	MWW	MWW
2	CHANGE TO BORE & OPEN CUT LENGTHS	9/28/23	MWW	MWW
3	ADDITION OF BORE PIT LOCATIONS	9/28/23	MWW	MWW
4	DELETION OF 2" PIPE WORK AND NOTE REV.	11/10/23	MWW	MWW
5	REVISION DUE TO GAS CONFLICT	1/12/24	MWW	MWW
6	CORRECTED AND ADJUSTED NOTE	1/19/24	MWW	MWW
7	SHORTEN ENCASEMENT & MOVE FITTINGS	5/3/24	MWW	MWW

JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - FM 3349, UTILITY ADJUSTMENTS
WATERLINE ALIGN. "A"; STA. A-103+50 TO A-111+50

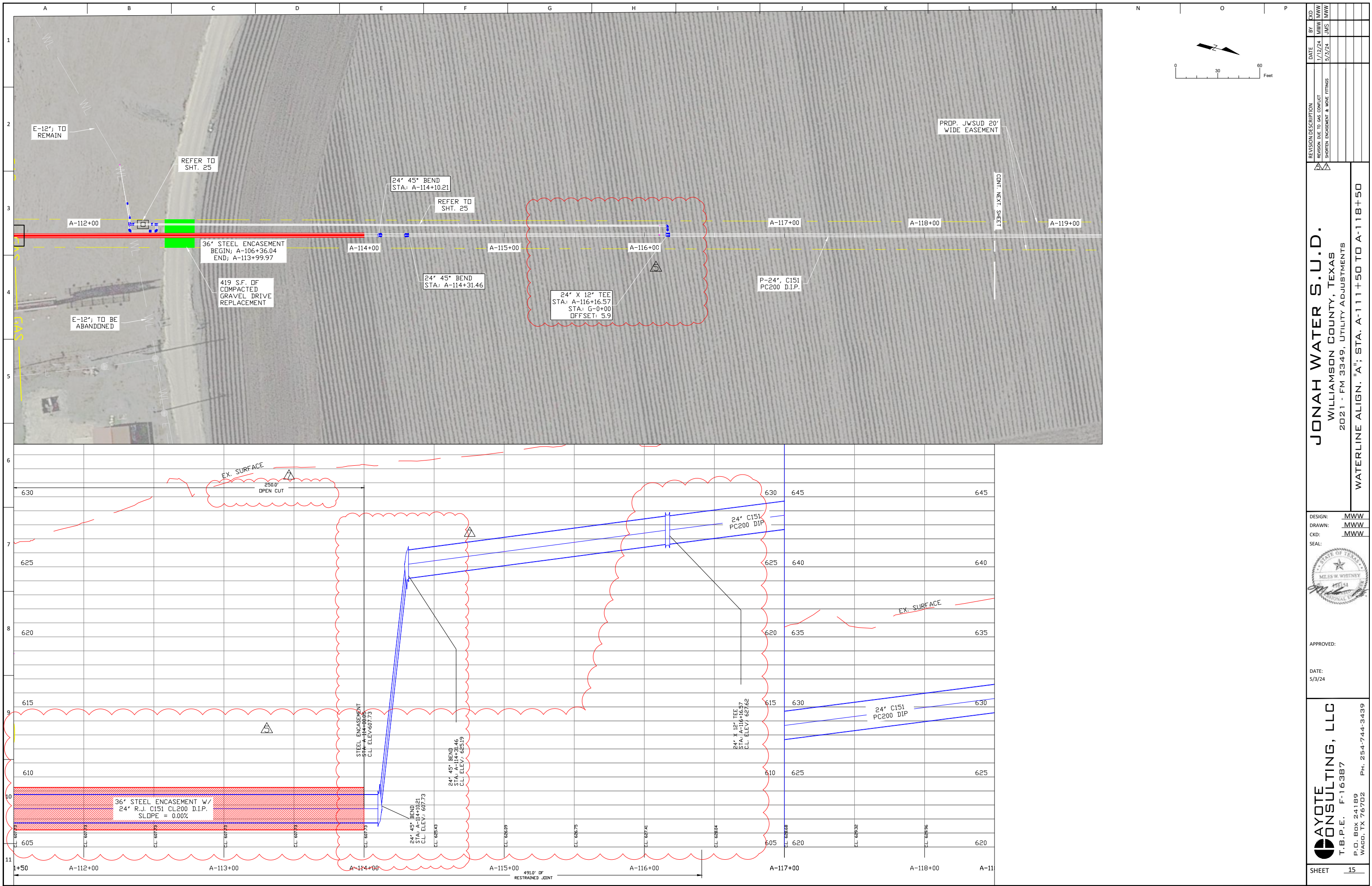
DESIGN: MWW
DRAWN: MWW
CKD: MWW
SEAL:



APPROVED:

DATE: 5/3/24

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702
PH. 254-744-3439



Commissioners Court - Regular Session**47.**

Meeting Date: 08/13/2024
22IFB139 FM3349 at US79 - Change Order #19 (Illumination Poles Anchor Bolts)
Submitted By: Julissa Vasquez, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 19 in the amount of \$9,869.00 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change 27 previously approved and fabricated anchor bolt sets will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts and return them. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects. Please see the attached Change Order for additional details.

This Change Order results in a net increase of \$9,869.00 to the Contract amount, for an adjusted Contract total of \$84,103,972.07. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,162,933.94. has been added to the Contract, resulting in an 2.64% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Fiscal Impact

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

Attachments

22IFB139 FM3349 CO#19-IlluminationPolesAnchorBolts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/08/2024 10:13 AM
Form Started By: Julissa Vasquez		Started On: 08/07/2024 09:45 AM
Final Approval Date: 08/08/2024		

WILLIAMSON COUNTY, TEXASCHANGE ORDER NUMBER: 19

NTP Required:

Contractor: James Construction Group ☒ Yes ☐ NoProject Name: FM3349 at US 79Change Order Work Limits: Sta. 503+00 to Sta. 536+00Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)Reasons: 1A (3 Max. - In order of importance - Primary first)

Contract Award Date:	<u>9/26/2022</u>
Project Number:	<u>22IFB139</u>
Funding Source:	<u>P332</u>
Roadway:	<u>FM3349</u>
CSJ Number:	<u>N/A</u>

Describe the work being revised:

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Each signatory hereby warrants that each has the authority See AttachedNew or revised plan sheet(s) are attached and numbered: N/ANew Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ NoNew 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).

<small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small>	The following information must be provided
THE CONTRACTOR Date <u>7-15</u>	Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u>
By <u>[Signature]</u>	Amount added by this change order: <u>\$9,869.00</u>
Typed/Printed Name <u>Joey Williams</u>	Original Contract Amount: <u>\$81,941,038.13</u>
Typed/Printed Title <u>Division Manager</u>	Total Change Orders To-Date: <u>\$2,162,933.94</u>
	Percent Change in Original Contract: <u>2.64%</u>

RECOMMENDED FOR EXECUTION:

[Signature] 7/16/2024
Senior Construction Engineer Date

Christen Eschberger 8/6/2024
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

[Signature] 8/6/2024
Department of Infrastructure Date
Williamson County

APPROVED:

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19

Project #: 22IFB139

TABLE A: Force Account Work and Materials Placed into Stock[illegible]**TABLE B: Contract Items:**[illegible]

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**FM3349 at US 79
Williamson County Project No. 22IFB139**

Change Order No. 19

Reason for Change

This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
999 WC16	BRIDGE BLISTER BOLT SETS	1	LS

This Change Order results in a net increase of \$9,869.00 to the Contract amount, for an adjusted Contract total of \$84,103,972.07. The original Contract amount was \$81,941,038.13. As a result of this and all Change Orders to-date, \$2,162,933.94. has been added to the Contract, resulting in an 2.64% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name FM3349 at US79

Solicitation # 22IFB139

Date awarded 9/26/2022

Awarded Contract Amount \$81,941,038.13

		Percentage Change
Change order #1	\$925,354.41	1.13%
Change order #2	\$82,000.00	0.10%
Change order #3	\$195,302.81	0.24%
Change order #4	-\$472,492.20	-0.58%
Change order #5	-\$5,274.97	-0.01%
Change order #6	\$130,053.00	0.16%
Change order #7	\$661,031.30	0.81%
Change order #8	\$327,321.48	0.40%
Change order #9	-\$368,749.53	-0.45%
Change order #10	\$67,965.30	0.08%
Change order #11	\$271,902.72	0.33%
Change order #12	\$64,791.00	0.08%
Change order #13	\$82,301.65	0.10%
Change order #14	\$101,248.22	0.12%
Change order #15	\$24,513.18	0.03%
Change order #16	\$35,324.07	0.04%
Change order #17	\$11,849.07	0.01%
Change order #18	\$18,623.43	0.02%
Change order #19	\$9,869.00	0.01%

Total changes to date

\$2,162,933.94

2.64%

(Running totals here)

Adjusted contract amount

\$84,103,972.07

AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY, INC.

P.O. Box 130
Round Rock, Texas 78680

Ph. (512) 255-9951
Fax (512) 255-0146

CHANGE ORDER PROPOSAL

June 10, 2024

CONTROL : 0204-02-034
PROJECT: US 79 BRIDGE BLISTERS
HIGHWAY: US 79
COUNTY: WILLIAMSON

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount
610		BRIDGE BLISTER BOLT SETS FOR ITEM 610-6208 RD IL TY SA(40S-10)	SET	27	\$347.00	\$0.00
		1.25 " BOLTS-PLATES-NUTS-WASHERS	SET	27.00	\$347.00	\$9,369.00
		DELIVERY LABOR	LS	1.00	\$500.00	\$500.00
					SUBTOTAL	\$9,869.00
					TOTAL	\$9,869.00

EXCLUSIONS

- 1) Forklift unloading of anchor bolts onsite

Clark Thomas 512-255-9951 ext 214



REQUEST FOR INFORMATION FORM

RFI NO.: 57 DATE: 4/2/24
PROJECT: 3349 @ US-79 RESPONSE REQUESTED BY
TO: HNTB: ASIF DATE: 4/16/24

REFERENCE: Plan Sheets: xxx

PROBLEM:
See attached

Received

04/03/2024
HNTB CORPORATION
ROUND ROCK

RECOMMENDED SOLUTION:

Originator

Supervisor

RESPONSE:

Responder

Date

Sign, Date & Return to HNTB via e-mail or fax.

Mail original to: HNTB Corporation
101 E Old Settlers Blvd, Ste 225
Round Rock, Texas 78664

Attachments to RFI:
Cc:



5880 West Highway 190
LEWISVILLE, Texas 76513
Phone: 972-538-5300 Fax: 866-785-2025

Request for Information # 057

Project FM 3349 @ SH 79

JCG Job# 10906

CSJ # 3486-01-008

To:	From:
ASIF MIRZAZADA	GARY COUCH
HNTB CORPORATION	JAMES CONSTRUCTION GROUP, LLC.
101 E. OLD SETTLERS BLVD. STE.225	5880 W. US HWY190
ROUND ROCK, TX 78664	BELTON, TX 76513
Phone: 512-987-9179	Phone: 254-346-5037
Fax:	Fax:
Email: AMIRZAZADA@HNTB.COM	Email: GCOUCH@PRIM.COM

Subject:	Status:	Response Required By:
Bridge Blister Anchor Bolts	RFI OPEN	4/16/2024

Submittal #:	Drawing #:	Addendum:	Spec Section:	Schedule #:
	ILLUMINATION		600	

Please be advised that this document shall serve as notice pursuant to the terms of the Contract. The timeliness and/or content of the response may impose time and cost impacts to the project that could not have been reasonably or objectively contemplated at the time of the Bid, which may therefore merit an adjustment to the Contract.

RFI Detail:
I have noticed error in the bid item description for the illumination poles that need clarification: There is an error in the bid item description for the illumination poles. The 27 poles that are listed as "IN RD II (TY SA) 40S are "S" base poles, these are mounted on concrete foundations without a "T" base (mostly behind guard rail). The description should have read "IN RD IL (TY SA) 40B for bridge blister or retaining wall poles. See Below the 2 differences: 1. Anchor Bolts, the poles have a separate set of anchor bolts listed in the bridge details "BL". 2. Handhole height ATS mention that they don't see many blister poles with the correct handhole height, but we do need the correct anchor bolts (to attach the S base poles to the blister). Please let me know if the engineer is going to require the correct poles (B base), or will the correct anchor bolt with the S base poles be sufficient? We do have the S base poles materials on MOH.

Suggestion:



5880 West Highway 190
LEWISVILLE, Texas 76513
Phone: 972-538-5300 Fax: 866-785-2025

Response:




IN RD IL (TY SA) 40S ("S" base) type poles have the same anchor bolt plate size, anchor bolt circle diameter size, and anchor bolt hole diameter size as IN RD IL (TY SA) 40B ("B" base) type poles required for bridge illumination pole brackets (BL standard) and retaining wall light pole brackets (RW-LB standard). Contractor to utilize the (27) IN RD IL (TY SA) 40S ("S" base) type poles the contractor already has MOH for all illumination poles mounted to bridge light pole brackets (BL standard) and retaining wall light pole brackets (RW-LB standard). BL and RW(LB) standards are located within the project plan set. Provide the correct anchor bolts only, per the BL bridge light bracket standards and RW(LB) retaining wall light bracket standards, for the (27) IN RD IL (TY SA) 40S ("S" base) type poles contractor already has MOH. GM@HDR.

Signature: G. Martinez III @ HDR, Inc.

Date: April 19, 2024

SUMMARY OF ILLUMINATION QUANTITIES														
PLAN SHEET NO.	STATION TO STATION	0416 6029	0432 6001	0610 6106	0610 6208	0610 6216	0618 6023	0618 6064	0520 6005	0620 6006	0620 6007	0620 6008	0624 6002	0628 6049
		DRILL SHAFT (ROW) ILL POLE (30 IN)	RIPRAP (CONC) (4 IN)	IN RD IL (U/P) (TY 2) (150W EQ) LED	IN RD IL (TY SA) 405-10 (250W EQ) LED	IN RD IL (TY SA) 40T-10 (250W EQ) LED	COND (PVC) (SCH 40) (2")	COND (RM) (1")	ELEC CONDR (NO. 10) BARE	ELEC CONDR (NO. 10) INSULATED	ELEC CONDR (NO. 8) BARE	ELEC CONDR (NO. 8) INSULATED	GROUND BOX TY A (122311) W/APRON	ELC SRV TY A 240/480 060 (NS) SS (T) SP (O)
		LF	CY	EA	EA	EA	LF	LF	LF	LF	LF	LF	EA	EA
ILLUMINATION SHEETS														
698	BEGIN TO 426+00	32	1.68			4	844				874	1748	1	
699	426+00 TO 437+00	24	1.61			3	1281				1316	2632	2	
700	437+00 TO 448+00	32	1.86			4	1543				1578	3156	2	1
701	481+00 TO 492+00	16	1.26	1		2	1075	1			1095	2190	2	1
702	492+00 TO 503+00	48	2.66			6	1768				1813	3626	3	1
703	503+00 TO 514+00	8	0.91		7	1	5668		2277	4554	2228	7052	2	
704	514+00 TO 525+00				7		3007		1316	2632	1841	3682		
705	525+00 TO 536+00	8	0.91		8	1	4180		2119	4238	2191	4382	2	1
706	536+00 TO 547+00	64	3.64			8	2370				2445	4890	4	1
707	547+00 TO 558+00	32	2.24			4	1339				1379	2758	3	
708	558+00 TO END	24	1.05			3	461				476	952		
709	UNDERPASS			8	4			518	578	1156				
710	UNDERPASS			8	1			475	535	1070				
ILLUMINATION TOTALS		288	17.92	16	27	36	23536	993	6825	13650	18534	37068	21	4

Join 2568

1	2/21/23	CD #2	PAF
NO.	DATE	REVISION	APPROVED
			
HDR Engineering, Inc. 710 Hesters Crossing, Suite 150 Round Rock, Texas 78661 Texas Registered Engineering Firm F-754			
			
FM 3349 SUMMARY OF QUANTITIES			
SHEET 13 OF 17			
DESIGN	FED. RD. CIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRM	6		FM 3349
GRAPHICS	STATE	DISTRICT	SHEET NO.
GRM	TEXAS	AUS	WILLIAMSON
CHECK	CONTROL	SECTION	JOB
PKD	3486	01	008, ETC
			31

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DATE: 5/23/2022
TIME: 9:18:45 AM
USER: GOMEZGONZ
FILE: FM3349-Illumination Plan - STA 503+00 to STA 514+00

CONDUCTORS AND CONDUIT SUMMARY										
SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF)		CONDUCTORS (LF)				NOTES
				0618-6023 2" PVC SCH 40	0620-6005 #10 BARE (GROUND)	0620-6006 #10 XHHW (POWER)	0620-6007 #8 BARE (GROUND)	0620-6008 #8 XHHW (POWER)		
ES2	D	33	294	1 X 294 = 294			1 X 299 = 299	2 X 299 = 598		
	E					1 X 299 = 299	2 X 299 = 598			
	F									
	G									
ES2	D	34	56	1 X 294 = 294	1 X 299 = 299	2 X 299 = 598	1 X 299 = 299	2 X 299 = 598		
	E			1 X 56 = 56			1 X 61 = 61	2 X 61 = 122		
	F			1 X 56 = 56	1 X 61 = 61	2 X 61 = 122	1 X 190 = 190	2 X 190 = 380		
	G			1 X 185 = 185			1 X 190 = 190	2 X 190 = 380		
ES2	D	35	185	1 X 185 = 185	1 X 190 = 190	2 X 190 = 380	1 X 190 = 190	2 X 190 = 380		
	E			1 X 205 = 205			1 X 210 = 210	2 X 210 = 420		
	F			1 X 205 = 205	1 X 210 = 210	2 X 210 = 420	1 X 210 = 210	2 X 210 = 420		
	G			1 X 200 = 200			1 X 205 = 205	2 X 205 = 410		
ES2	D	37	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410		
	E			1 X 139 = 139			1 X 144 = 144	2 X 144 = 288		
	F			1 X 139 = 139	1 X 144 = 144	2 X 144 = 288	1 X 144 = 144	2 X 144 = 288		
	G			1 X 326 = 326			1 X 331 = 331	2 X 331 = 662		
ES2	D	39	326	1 X 326 = 326	1 X 331 = 331	2 X 331 = 662	1 X 331 = 331	2 X 331 = 662		
	E			1 X 326 = 326			1 X 331 = 331	2 X 331 = 662		
	F			1 X 326 = 326	1 X 331 = 331	2 X 331 = 662	1 X 21 = 21	2 X 21 = 42		
	G			1 X 294 = 294			1 X 299 = 299	2 X 299 = 598		
ES2	D	40	16	1 X 16 = 16			1 X 21 = 21	2 X 21 = 42		
	E			1 X 231 = 231	1 X 236 = 236	2 X 236 = 472	1 X 236 = 236	2 X 236 = 472		
	F			1 X 231 = 231			1 X 236 = 236	2 X 236 = 472		
	G			1 X 210 = 210	1 X 215 = 215	2 X 215 = 430	1 X 215 = 215	2 X 215 = 430		
ES2	D	43	210	1 X 210 = 210			1 X 215 = 215	2 X 215 = 430		
	E			1 X 200 = 200			1 X 205 = 205	2 X 205 = 410		
	F			1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410		
	G			1 X 200 = 200			1 X 205 = 205	2 X 205 = 410		
ES2	D	44	200	1 X 176 = 176			1 X 181 = 181	2 X 181 = 362		
	E			1 X 176 = 176			1 X 181 = 181	2 X 181 = 362		
	F			1 X 176 = 176	1 X 181 = 181	2 X 181 = 362	1 X 181 = 181	2 X 181 = 362		
	G			1 X 176 = 176			1 X 181 = 181	2 X 181 = 362		
SHEET TOTAL				5668	2277	4554				

NOTES:
1) CONDUIT SEGMENT RUN EMBEDDED WITHIN THE CONCRETE RETAINING WALL AND/OR BRIDGE STRUCTURE. COORDINATE WITH RETAINING WALL AND/OR BRIDGE CONTRACTOR PRIOR TO ROUGH-IN.

ROADWAY ILLUMINATION ASSEMBLY SUMMARY						
SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	20	E	506+56.75	WALL LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES2	21	E	508+46.25	WALL LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES2	22	E	SEE BRIDGE DWGS	BRIDGE LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2
ES2	23	E	SEE BRIDGE DWGS	BRIDGE LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2
ES2	24	D	503+15.00	194.50 RT (FM3349)	(TYPE SA 40 1-10 (250W EQ) LED	
ES2	25	G	508+24.25	WALL RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES2	26	G	SEE BRIDGE DWGS	BRIDGE LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2
ES2	27	G	SEE BRIDGE DWGS	BRIDGE RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2

NOTES:

- 1) THE FUTURE ILLUMINATION ASSEMBLY WILL BE MOUNTED ON TOP OF THE CONCRETE RETAINING WALL LIGHTING BRACKET. REFER TO RETAINING WALL PLANS FOR ADDITIONAL INFORMATION. ILLUMINATION ASSEMBLY TO BE INSTALLED IN THE FUTURE.
- 2) THE FUTURE ILLUMINATION ASSEMBLY WILL BE MOUNTED ON THE BRIDGE BLISTER LIGHTING BRACKET. REFER TO BRIDGE PLANS FOR ADDITIONAL INFORMATION. COORDINATE INSTALLATION WITH BRIDGE CONTRACTOR. ILLUMINATION ASSEMBLY TO BE INSTALLED IN THE FUTURE.

SHEET SUMMARY OF ESTIMATED QUANTITIES				
ITEM#	DESCRIPTION	UNIT	QTY	
0416 6029	DRILL SHAFT (ROWY ILL POLE) (30 IN)	LF	8	
0432 6001	RIPRAP (CONC) (4 IN)	CY	0.91	
0610 6208	IN RD IL (TY SA) 40F-10 (250W EQ) LED	EA	7	
0610 6216	IN RD IL (TY SA) 40F-10 (250W EQ) LED	EA	1	
0618 6023	COND (PVC) (SCH 40) (2")	LF	5668	
0620 6005	ELEC CONDR (NO.10) BARE	LF	2277	
0620 6006	ELEC CONDR (NO.10) INSULATED	LF	4554	
0620 6007	ELEC CONDR (NO.8) BARE	LF	3526	
0620 6008	ELEC CONDR (NO.8) INSULATED	LF	7052	
0624 6002	GROUND BOX TY A (12X31) W/APRON	EA	2	

GENERAL NOTES:

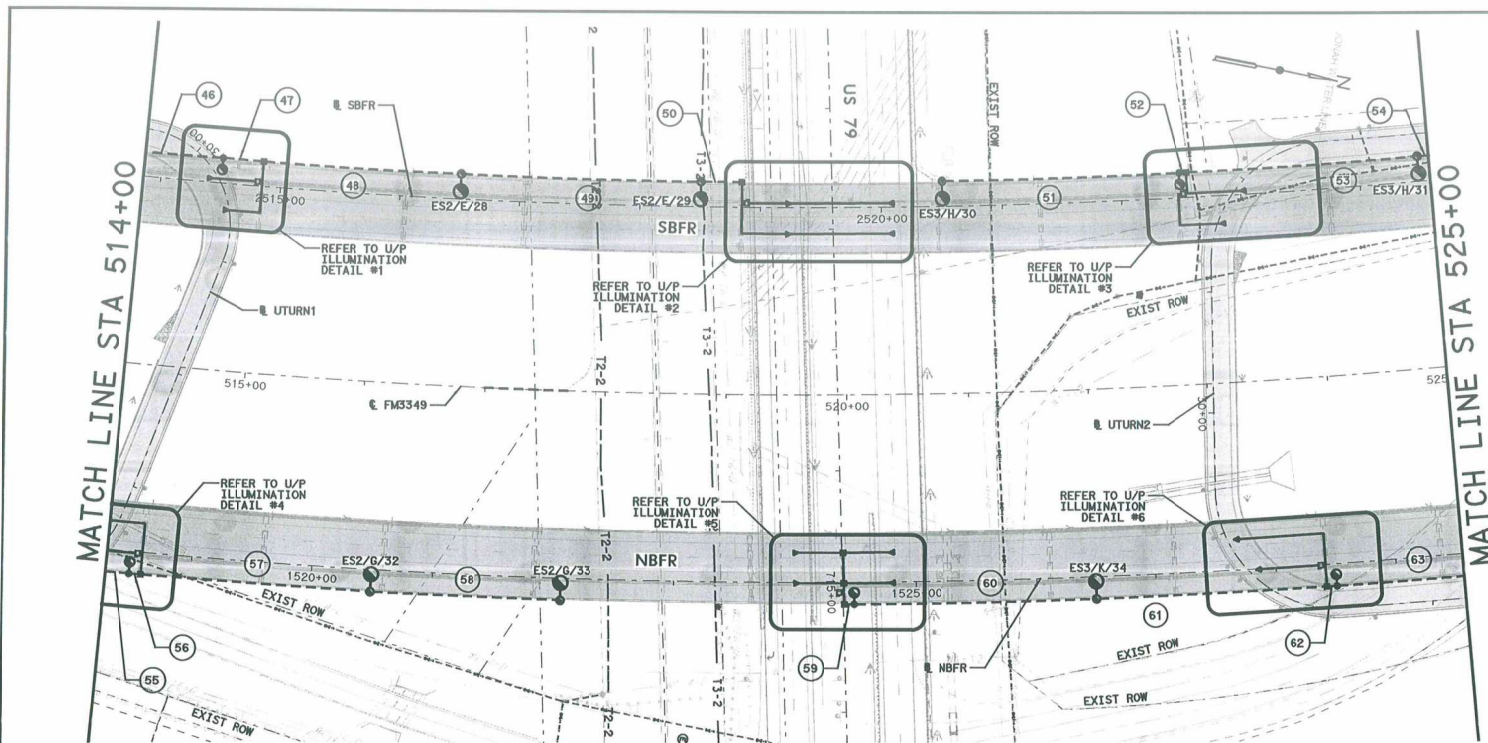
1. ALL WORK SHALL BE COMPLETED ACCORDING TO THE MOST CURRENT TxDOT STANDARDS, UTILITY COMPANY STANDARDS, AND THE NATIONAL ELECTRIC CODE.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT, OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/PROPOSED UTILITIES.
3. REFER TO ILLUMINATION SUMMARIES, SCHEMATICS, AND TxDOT STANDARDS FOR ADDITIONAL INFORMATION.
4. PROPOSED ABOVE GROUND NEMA 3R JUNCTION BOXES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
5. PROVIDE CONDUIT EXPANSION AND DEFLECTION COUPLING PRIOR TO ENTERING BRIDGE MOUNTED JUNCTION BOX FOR TRANSITION FROM UNDERGROUND CONDUIT TO BRIDGE EMBEDDED CONDUIT. COUPLING SHALL ALLOW FOR A MAXIMUM OF 4" HORIZONTAL AND VERTICAL MOVEMENT.
6. REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R)
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- CONDUCTORS/CONDUIT SEGMENT NO.
- X/X/X - ILLUMINATION ASSEMBLY DESIGNATION
- SERVICE POINT CIRCUIT DESIGNATION ELECTRICAL SERVICE DESIGNATION

		DATE		REVISION	APPROVED
		NO.			
		HDR Engineering, Inc. 710 Heister Crossing, Suite 150 Round Rock, Texas 78681 Texas Registered Engineering Firm F-754			
Texas Department of Transportation					
FM 3349					
ILLUMINATION PLAN					
STA 503+00 TO STA 514+00					
SCALE: 1"=100'		SHEET 6 OF 11			
DESIGN	GRM	FED. RD. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
GRAPHICS	GRM	6			FM 3349
STATE	DISTRICT	COUNTY			
CHECK	TEXAS	AUS	WILLIAMSON		
PKD	CONTROL	SECTION	JOB		
PKD	3486	01	008, ETC		
					703

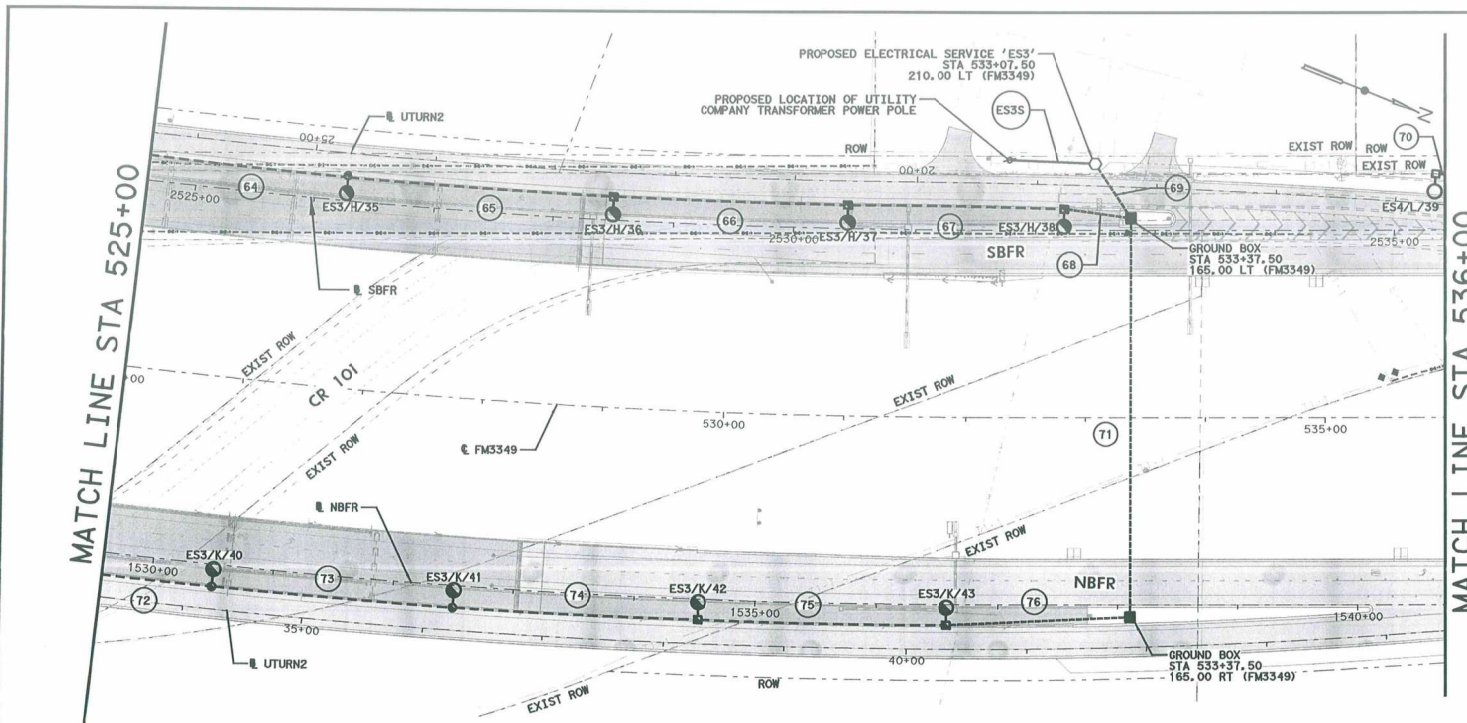
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FILE: FM3349-Illumination Plan - STA 514+00 to STA 525+00



ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R)
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- CONDUCTORS/CONDUIT SEGMENT NO.
- X/X/X - ILLUMINATION ASSEMBLY DESIGNATION
- SERVICE POINT CIRCUIT DESIGNATION
- ELECTRICAL SERVICE DESIGNATION

CONDUCTORS AND CONDUIT SUMMARY												
SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF)		CONDUCTORS (LF)				NOTE		
				0618-6023 2" PVC SCH 40	0620-6005 #10 BARE (GROUND)	0620-6006 #10 XHHW (POWER)	0620-6007 #8 BARE (GROUND)	0620-6008 #8 XHHW (POWER)				
ES2	E	46	66	1 X 66 = 66	1 X 71 = 71	2 X 71 = 142	1 X 71 = 71	2 X 71 = 142	1			
	F			1 X 66 = 66	1 X 71 = 71	2 X 71 = 142	1 X 71 = 71	2 X 71 = 142	1			
ES2	E	47	35	1 X 35 = 35	1 X 40 = 40	2 X 40 = 80	1 X 40 = 40	2 X 40 = 80	1			
	F			1 X 35 = 35	1 X 40 = 40	2 X 40 = 80	1 X 40 = 40	2 X 40 = 80	1			
ES2	E	48	165	1 X 165 = 165	1 X 170 = 170	2 X 170 = 340	1 X 170 = 170	2 X 170 = 340	1			
	F			1 X 165 = 165	1 X 170 = 170	2 X 170 = 340	1 X 170 = 170	2 X 170 = 340	1			
ES2	E	49	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
	F			1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
ES2	E	50	35	1 X 35 = 35	1 X 40 = 40	2 X 40 = 80	1 X 40 = 40	2 X 40 = 80	1			
	F			1 X 35 = 35	1 X 40 = 40	2 X 40 = 80	1 X 40 = 40	2 X 40 = 80	1			
ES2	H	51	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
	J			1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
ES2	H	52	10	1 X 10 = 10	1 X 15 = 15	2 X 15 = 30	1 X 15 = 15	2 X 15 = 30	1			
	J			1 X 10 = 10	1 X 15 = 15	2 X 15 = 30	1 X 15 = 15	2 X 15 = 30	1			
ES2	H	53	194	1 X 194 = 194	1 X 199 = 199	2 X 199 = 398	1 X 199 = 199	2 X 199 = 398	1			
	J			1 X 194 = 194	1 X 199 = 199	2 X 199 = 398	1 X 199 = 199	2 X 199 = 398	1			
ES3	H	54	10	1 X 10 = 10	1 X 15 = 15	2 X 15 = 30	1 X 15 = 15	2 X 15 = 30	1			
	J			1 X 10 = 10	1 X 15 = 15	2 X 15 = 30	1 X 15 = 15	2 X 15 = 30	1			
ES2	E	55	20	1 X 20 = 20	1 X 25 = 25	2 X 25 = 50	1 X 25 = 25	2 X 25 = 50	1			
	G			1 X 20 = 20	1 X 25 = 25	2 X 25 = 50	1 X 25 = 25	2 X 25 = 50	1			
ES2	F	56	9	1 X 9 = 9	1 X 14 = 14	2 X 14 = 28	1 X 14 = 14	2 X 14 = 28	1			
	G			1 X 9 = 9	1 X 14 = 14	2 X 14 = 28	1 X 14 = 14	2 X 14 = 28	1			
ES2	G	57	191	1 X 191 = 191	1 X 196 = 196	2 X 196 = 392	1 X 196 = 196	2 X 196 = 392	1			
	H			1 X 191 = 191	1 X 196 = 196	2 X 196 = 392	1 X 196 = 196	2 X 196 = 392	1			
ES3	J	59	8	1 X 8 = 8	1 X 13 = 13	2 X 13 = 26	1 X 162 = 162	2 X 162 = 324	1			
	K			1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
ES3	K	60	200	1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
	J			1 X 200 = 200	1 X 205 = 205	2 X 205 = 410	1 X 205 = 205	2 X 205 = 410	1			
ES3	K	61	192	1 X 192 = 192	1 X 197 = 197	2 X 197 = 394	1 X 197 = 197	2 X 197 = 394	1			
	J			1 X 192 = 192	1 X 197 = 197	2 X 197 = 394	1 X 197 = 197	2 X 197 = 394	1			
ES3	K	62	8	1 X 8 = 8	1 X 13 = 13	2 X 13 = 26	1 X 13 = 13	2 X 13 = 26	1			
	J			1 X 8 = 8	1 X 13 = 13	2 X 13 = 26	1 X 13 = 13	2 X 13 = 26	1			
ES3	K	63	104	1 X 104 = 104	1 X 109 = 109	2 X 109 = 218	1 X 109 = 109	2 X 109 = 218	1			
	J			1 X 104 = 104	1 X 109 = 109	2 X 109 = 218	1 X 109 = 109	2 X 109 = 218	1			
SHEET TOTAL				3007	1316	2632	1841	3682				



ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO RETAINING WALL LIGHTING BRACKET, TYPE III DISTRIBUTION
- TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), TRANSFORMER BASE, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- ELECTRICAL SERVICE ASSEMBLY, TYPE A, 240/480 VOLT, 1 PHASE, STEEL POLE
- GROUND BOX WITH APRON (NEMA 3R)
- GROUND BOX (NEMA 3R)
- JUNCTION BOX (NEMA 3R)
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS IN CONDUIT RUN (TRENCH)
- CONDUCTORS IN CONDUIT RUN (BORED)
- CONDUCTORS/CONDUIT SEGMENT NO.
- ILLUMINATION ASSEMBLY DESIGNATION
- SERVICE POINT CIRCUIT DESIGNATION
- ELECTRICAL SERVICE DESIGNATION

CONDUCTORS AND CONDUIT SUMMARY									
SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF)		CONDUCTORS (LF)			
				0618-6023 2" PVC SCH 40	0620-6005 #10 BARE (GROUND)	0620-6006 #10 XHHW (POWER)	0620-6007 #8 BARE (GROUND)	0620-6008 #8 XHHW (POWER)	NOTES
ES3	H	72	167	1 X 167 = 167	1 X 172 = 172	2 X 172 = 344	1 X 172 = 172	2 X 172 = 344	2
ES3	J	64	167	1 X 167 = 167	1 X 172 = 172	2 X 172 = 344	1 X 172 = 172	2 X 172 = 344	1
ES3	J	65	223	1 X 223 = 223	1 X 228 = 228	2 X 228 = 456	1 X 228 = 228	2 X 228 = 456	1
ES3	H	66	195	1 X 195 = 195	1 X 200 = 200	2 X 200 = 400	1 X 200 = 200	2 X 200 = 400	1
ES3	J	67	179	1 X 179 = 179	1 X 184 = 184	2 X 184 = 368	1 X 184 = 184	2 X 184 = 368	1
ES3	H	68	56	1 X 56 = 56	1 X 61 = 61	2 X 61 = 122	1 X 61 = 61	2 X 61 = 122	1
ES3	J	69	54	1 X 54 = 54	1 X 59 = 59	2 X 59 = 118	1 X 59 = 59	2 X 59 = 118	1
ES4	L	70	8	1 X 8 = 8	1 X 13 = 13	2 X 13 = 26	1 X 13 = 13	2 X 13 = 26	1
ES3	K	71	330	1 X 330 = 330	1 X 335 = 335	2 X 335 = 670	1 X 335 = 335	2 X 335 = 670	1
ES3	J	72	92	1 X 92 = 92	1 X 97 = 97	2 X 97 = 194	1 X 97 = 97	2 X 97 = 194	1
ES3	J	73	201	1 X 201 = 201	1 X 206 = 206	2 X 206 = 412	1 X 206 = 206	2 X 206 = 412	1
ES3	J	74	203	1 X 203 = 203	1 X 208 = 208	2 X 208 = 416	1 X 208 = 208	2 X 208 = 416	1
ES3	J	75	205	1 X 205 = 205	1 X 210 = 210	2 X 210 = 420	1 X 210 = 210	2 X 210 = 420	1
ES3	J	76	154	1 X 154 = 154	1 X 159 = 159	2 X 159 = 318	1 X 159 = 159	2 X 159 = 318	1
SHEET TOTAL				4180	2119	4238	2191	4382	

NOTES:
1) CONDUIT SEGMENT RUN EMBEDDED WITHIN THE CONCRETE RETAINING WALL AND/OR BRIDGE STRUCTURE. COORDINATE WITH RETAINING WALL AND/OR BRIDGE CONTRACTOR PRIOR TO ROUGH-IN.
2) AERIAL SERVICE DRIP (CONDUCTORS, SERVICE GRIPS, AND SERVICE CONNECTORS) OWNED, INSTALLED AND CONNECTED TO SERVICE ENTRANCE CONDUCTORS BY UTILITY COMPANY. COORDINATE WITH UTILITY COMPANY REQUIREMENTS.

ROADWAY ILLUMINATION ASSEMBLY SUMMARY						
SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES3	35	K	SEE BRIDGE DWGS	BRIDGE RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2
ES3	36	K	529+00.00	WALL LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES3	37	K	531+00.00	WALL LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES3	38	K	532+82.00	WALL LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES4	39	L	535+92.50	291.50 LT (FM3349)	(TYPE SA 40 T-10 (250W EQ) LED	
ES3	40	K	SEE BRIDGE DWGS	BRIDGE RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2
ES3	41	K	SEE BRIDGE DWGS	BRIDGE RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	2
ES3	42	K	529+85.00	WALL RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES3	43	K	531+85.00	WALL RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1

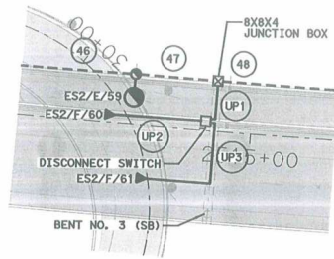
NOTES:
1) THE FUTURE ILLUMINATION ASSEMBLY WILL BE MOUNTED ON TOP OF THE CONCRETE RETAINING WALL LIGHTING BRACKET. REFER TO RETAINING WALL PLANS FOR ADDITIONAL INFORMATION. ILLUMINATION ASSEMBLY TO BE INSTALLED IN THE FUTURE.
2) THE FUTURE ILLUMINATION ASSEMBLY WILL BE MOUNTED ON THE BRIDGE BLISTER LIGHTING BRACKET. REFER TO BRIDGE PLANS FOR ADDITIONAL INFORMATION. COORDINATE INSTALLATION WITH BRIDGE CONTRACTOR. ILLUMINATION ASSEMBLY TO BE INSTALLED IN THE FUTURE.

SHEET SUMMARY OF ESTIMATED QUANTITIES			
ITEM#	DESCRIPTION	UNIT	QTY
0416 6029	DRILL SHAFT (ROW) (1" POLE) (30 IN)	LF	8
0432 6001	RIPRAP (CONC) (4 IN)	CY	0.91
0610 6208	IN RD IL (TY SA) 40'-10" (250W EQ) LED	EA	8
0610 6216	IN RD IL (TY SA) 40'-10" (250W EQ) LED	EA	1
0618 6023	CONDUIT (PVC) (SCH 40) (2")	LF	4180
0620 6005	ELEC CONDR (NO.10) BARE	LF	2119
0620 6006	ELEC CONDR (NO.10) INSULATED	LF	4238
0620 6007	ELEC CONDR (NO.8) BARE	LF	2191
0620 6008	ELEC CONDR (NO.8) INSULATED	LF	4382
0624 6002	GROUND BOX TY A (122311) W/APRON	EA	2
0628 6049	ELEC SRV TY A 240/480 060 (NS) SS (1) SP (0)	EA	1

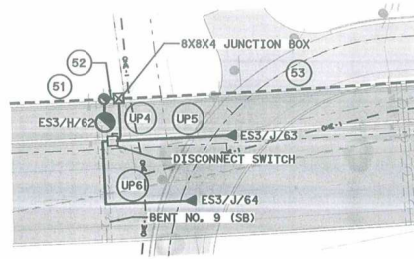
GENERAL NOTES:

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- THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES THE EXACT LOCATION OF EXISTING/PROPOSED UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES. THE CONTRACTOR SHALL SEEK THE APPROVAL OF THE ENGINEER AND ADJUST THE OFFSETS TO AVOID DAMAGE TO THE EXISTING/PROPOSED UTILITIES.
- REFER TO ILLUMINATION SUMMARIES, SCHEMATICS, AND TxDOT STANDARDS FOR ADDITIONAL INFORMATION.
- PROPOSED ABOVE GROUND NEMA 3R JUNCTION BOXES SHALL NOT BE PAID FOR DIRECTLY, BUT SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS.
- PROVIDE CONDUIT EXPANSION AND DEFLECTION COUPLING PRIOR TO ENTERING BRIDGE MOUNTED JUNCTION BOX FOR TRANSITION FROM UNDERGROUND CONDUIT TO BRIDGE EMBEDDED CONDUIT. COUPLING SHALL ALLOW FOR A MAXIMUM OF 4" HORIZONTAL AND VERTICAL MOVEMENT.
- REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

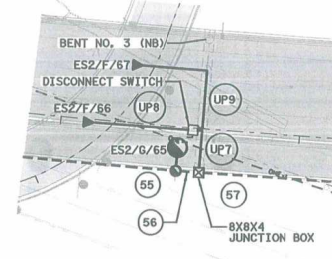
NO. DATE		REVISION	
HDR Engineering, Inc. 710 Heister Crossing, Suite 150 Round Rock, Texas 78681 Texas Registered Engineering Firm F-754			
FM 3349			
ILLUMINATION PLAN			
STA 525+00 TO STA 536+00			
SHEET 8 OF 11			
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS	6		FM 3349
GRM	STATE	DISTRICT	COUNTY
CHECK	TEXAS	AUS	WILLIAMSON
PKD	CONTROL	SECTION	JOB
CHECK	3486	01	008, ETC
PKD			



UNDERPASS ILLUMINATION DETAIL #1



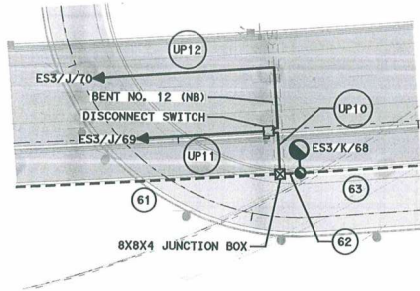
UNDERPASS ILLUMINATION DETAIL #3



UNDERPASS ILLUMINATION DETAIL #4

ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- JUNCTION BOX (NEMA 3R).
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS/CONDUIT SEGMENT NO.
- ILLUMINATION ASSEMBLY DESIGNATION
- SERVICE POINT CIRCUIT DESIGNATION
- ELECTRICAL SERVICE DESIGNATION



UNDERPASS ILLUMINATION DETAIL #6

SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	59	E	SEE BRIDGE DWGS	BRIDGE LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES2	60	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES2	61	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	62	H	SEE BRIDGE DWGS	BRIDGE LT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES3	63	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	64	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES2	65	G	SEE BRIDGE DWGS	BRIDGE RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES2	66	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES2	67	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	68	K	SEE BRIDGE DWGS	BRIDGE RT (FM3349)	(TYPE ST 40 5-10 (250W EQ) LED	1
ES3	69	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	70	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	

NOTE:
THE FUTURE ILLUMINATION ASSEMBLY WILL BE MOUNTED ON THE BRIDGE BLISTER LIGHTING BRACKET. REFER TO BRIDGE PLANS FOR ADDITIONAL INFORMATION. COORDINATE INSTALLATION WITH BRIDGE CONTRACTOR. ILLUMINATION ASSEMBLY TO BE INSTALLED IN THE FUTURE.

ITEM#	DESCRIPTION	UNIT	QTY
0610 6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EA	8
0610 6208	IN RD IL (TY 5A) 408-10 (250W EQ) LED	EA	4
0618 6064	COND (RMD 11")	LF	518
0620 6005	ELEC CONDR (NO.10) BARE	LF	578
0620 6006	ELEC CONDR (NO.10) INSULATED	LF	1156

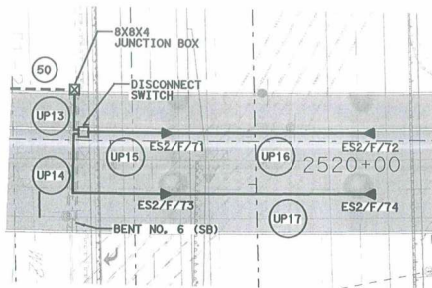
CONDUCTORS AND CONDUIT SUMMARY										NOTE
SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUIT (LF)		CONDUCTORS (LF)				
				0618-6064		0620-6005				
				1" RIGID METAL	#10 BARE (GROUND)	#10 XHHW (POWER)				
ES2	E, F	46		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						
ES2	E, F	47		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES2	E, F	48		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES3	H	51		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES3	H	52		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES3	H, J	53		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES2	F, G	55		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES2	F, G	56		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES2	G	57		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES3	J, K	61		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES3	J, K	62		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES3	J, K	63		REFER TO THE OVERALL ILLUMINATION PLAN SHEET						1
ES1	F	UP1	20	1 X 20 =	20	1 X 25 =	25	2 X 25 =	50	
ES2	F	UP2	36	1 X 36 =	36	1 X 41 =	41	2 X 41 =	82	
ES2	F	UP3	54	1 X 54 =	54	1 X 59 =	59	2 X 59 =	118	
ES2	J	UP4	20	1 X 20 =	20	1 X 25 =	25	2 X 25 =	50	
ES1	J	UP5	45	1 X 45 =	45	1 X 50 =	50	2 X 50 =	100	
ES1	J	UP6	62	1 X 62 =	62	1 X 67 =	67	2 X 67 =	134	
ES1	F	UP7	20	1 X 20 =	20	1 X 25 =	25	2 X 25 =	50	
ES2	F	UP8	41	1 X 41 =	41	1 X 46 =	46	2 X 46 =	92	
ES2	F	UP9	53	1 X 53 =	53	1 X 58 =	58	2 X 58 =	116	
ES1	J	UP10	20	1 X 20 =	20	1 X 25 =	25	2 X 25 =	50	
ES1	J	UP11	49	1 X 49 =	49	1 X 54 =	54	2 X 54 =	108	
ES1	J	UP12	98	1 X 98 =	98	1 X 103 =	103	2 X 103 =	206	
SHEET TOTAL					518		578		1156	

NOTE:
1) CONDUIT SEGMENT RUN EMBEDDED WITHIN THE CONCRETE RETAINING WALL AND/OR BRIDGE STRUCTURE. COORDINATE WITH RETAINING WALL AND/OR BRIDGE CONTRACTOR PRIOR TO ROUGH-IN.

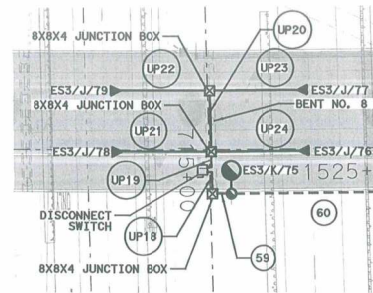
GENERAL NOTES:

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- REFER TO DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

		NO. DATE REVISION APPROVED	
710 Heston Crossing, Suite 150 Round Rock, Texas 78681 Texas Registered Engineering Firm F-754			
Texas Department of Transportation			
FM 3349			
UNDERPASS ILLUMINATION PLANS			
SCALE: 1"=50'		SHEET 1 OF 2	
DESIGN GRM	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRAPHICS GRM	STATE	DISTRICT	COUNTY
CHECK PKD	TEXAS	AUS	WILLIAMSON
CHECK PKD	CONTROL	SECTION	JOB
	3486	01	008, ETC
			709



UNDERPASS ILLUMINATION DETAIL #2



UNDERPASS ILLUMINATION DETAIL #5

ILLUMINATION LEGEND

- FUTURE TxDOT STANDARD ILLUMINATION ASSEMBLY, 40' MOUNTING HEIGHT, 10 FT. LUMINAIRE ARM, (1) LED LUMINAIRE (250W EQ), SHOE BASE TO BRIDGE BLISTER, TYPE III DISTRIBUTION
- TxDOT STANDARD TYPE II UNDERPASS ILLUMINATION ASSEMBLY, (1) LED LUMINAIRE (150W EQ), TYPE III DISTRIBUTION
- JUNCTION BOX (NEMA 3R).
- DISCONNECT SWITCH (NEMA 3R)
- CONDUCTORS IN CONDUIT RUN (RIGID METAL CONDUIT)
- CONDUCTORS IN CONDUIT RUN (EMBEDDED IN BRIDGE STRUCTURE)
- CONDUCTORS/CONDUIT SEGMENT NO.
- ILLUMINATION ASSEMBLY DESIGNATION
- SERVICE POINT CIRCUIT DESIGNATION
- ELECTRICAL SERVICE DESIGNATION

ROADWAY ILLUMINATION ASSEMBLY SUMMARY						
SERVICE	POLE NO.	CIRCUIT	STATION	OFFSET	ASSEMBLY TYPE	NOTES
ES2	71	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES2	72	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	73	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	74	F	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	75	K	SEE BRIDGE DNGS	BRIDGE RT (FM3349)	(TYPE ST 40 S-10 (250W EQ) LED	1
ES3	76	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	77	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	78	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	
ES3	79	J	N/A	N/A	U/P (150W EQ) LED (TYPE 2)	

NOTE:
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SHEET SUMMARY OF ESTIMATED QUANTITIES					
ITEM#	DESCRIPTION	UNIT	QTY		
0610 6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	EA	8		
0610 6208	IN RD IL (TY SA) 40S-10 (250W EQ) LED	EA	1		
0618 6064	CONDT (RM) (1")	LF	475		
0620 6005	ELEC CONDR (NO.10) BARE	LF	535		
0620 6006	ELEC CONDR (NO.10) INSULATED	LF	1070		

CONDUCTORS AND CONDUIT SUMMARY						
SERVICE	CIRCUIT	SEGMENT NO.	SEGMENT LENGTH (LF)	CONDUCTORS (LF)		
				CONDUIT (LF)	CONDUCTORS (LF)	NOTES
				0618-6064	0620-6005	0620-6006
				1" RIGID METAL	#10 BARE (GROUND)	#10 2HRW (POWER)
ES2	F	50		REFER TO THE OVERALL ILLUMINATION PLAN SHEET		
ES3	J	59		REFER TO THE OVERALL ILLUMINATION PLAN SHEET		
ES3	J,K	60		REFER TO THE OVERALL ILLUMINATION PLAN SHEET		
ES2	F	UP13	20	1 X 20 = 20	1 X 25 = 25	2 X 25 = 50
ES2	F	UP14	64	1 X 64 = 64	1 X 69 = 69	2 X 69 = 138
ES2	F	UP15	31	1 X 31 = 31	1 X 36 = 36	2 X 36 = 72
ES2	F	UP16	81	1 X 81 = 81	1 X 86 = 86	2 X 86 = 172
ES2	F	UP17	81	1 X 81 = 81	1 X 86 = 86	2 X 86 = 172
ES3	J	UP18	15	1 X 15 = 15	1 X 20 = 20	2 X 20 = 40
ES3	J	UP19	10	1 X 10 = 10	1 X 15 = 15	2 X 15 = 30
ES3	J	UP20	25	1 X 25 = 25	1 X 30 = 30	2 X 30 = 60
ES3	J	UP21	37	1 X 37 = 37	1 X 42 = 42	2 X 42 = 84
ES3	J	UP22	37	1 X 37 = 37	1 X 42 = 42	2 X 42 = 84
ES3	J	UP23	37	1 X 37 = 37	1 X 42 = 42	2 X 42 = 84
ES3	J	UP24	37	1 X 37 = 37	1 X 42 = 42	2 X 42 = 84
SHEET TOTAL				475	535	1070

NOTE:
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- REFER TO BRIDGE DRAWINGS FOR EXACT LOCATION OF BRIDGE MOUNTED ILLUMINATION ASSEMBLIES AND ASSOCIATED INSTALLATION DETAILS.

NO.	DATE	REVISION	APPROVED
WILLIAMSON COUNTY TEXAS		HDR HDR Engineering, Inc. 710 Heister Crossing, Suite 150 Round Rock, Texas 76681 Texas Registered Engineering Firm F-754	
FM 3349			
UNDERPASS ILLUMINATION PLANS			
SCALE: 1"=50'		SHEET 2 OF 2	
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
GRM	6		FM 3349
GRAPHICS	STATE	DISTRICT	COUNTY
GRM	TEXAS	AUS	WILLIAMSON
CHECK	CONTROL	SECTION	JOB
PKD	3486	01	008, ETC
			710

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for the use of this standard or for the results of its use. No warranty of any kind is made by TxDOT for the use of this standard or for the results of its use.

DATE: 5/20/2022 9:40:04 AM
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SHIPPING PARTS LIST - POLES AND LUMINAIRE ARMS

Nominal Mounting Ht. (ft)	Shoe Base				Quantity	T-Base				Quantity	CSB/SSCB Mounted				Quantity
	Pole	Designation	A1	A2		Pole	Designation	A1	A2		Pole	Designation	A1	A2	
20	(Type SA 20 S - 4)	(150W EQ) LED				(Type SA 20 T - 4)	(150W EQ) LED								
	(Type SA 20 S - 4 - 4)	(150W EQ) LED				(Type SA 20 T - 4 - 4)	(150W EQ) LED								
30	(Type SA 30 S - 4)	(250W EQ) LED				(Type SA 30 T - 4)	(250W EQ) LED				(Type SP 23 S - 4)	(250W EQ) LED			
	(Type SA 30 S - 4 - 4)	(250W EQ) LED				(Type SA 30 T - 4 - 4)	(250W EQ) LED				(Type SP 23 S - 4 - 4)	(250W EQ) LED			
40	(Type SA 40 S - 8)	(250W EQ) LED				(Type SA 40 T - 8)	(250W EQ) LED				(Type SP 23 S - 8)	(250W EQ) LED			
	(Type SA 40 S - 8 - 8)	(250W EQ) LED				(Type SA 40 T - 8 - 8)	(250W EQ) LED				(Type SP 23 S - 8 - 8)	(250W EQ) LED			
50	(Type SA 50 S - 12)	(400W EQ) LED				(Type SA 50 T - 12)	(400W EQ) LED				(Type SP 33 S - 12)	(400W EQ) LED			
	(Type SA 50 S - 12 - 12)	(400W EQ) LED				(Type SA 50 T - 12 - 12)	(400W EQ) LED				(Type SP 33 S - 12 - 12)	(400W EQ) LED			

GENERAL NOTES:

- All work, materials and services not shown on the plans which may be necessary for complete and proper construction shall be performed, furnished and installed by the Contractor. Faulty fabrication or poor workmanship in any material, equipment or installation will be considered justification for rejection. Where manufacturers provide warranties or guarantees as a customary trade practice, furnish to the Department such warranties or guarantees.
- The location of poles and fixtures are diagrammatic only and may be shifted by the Engineer to accommodate local conditions. Install or remove poles and luminaires located near overhead electrical lines using established industry and utility safety practices and in accordance with laws governing such work. Consult with the appropriate utility company prior to beginning such work.
- Standard Steel Pole Designs. Steel poles fabricated in accordance with the details and dimensions shown herein, shall be considered standard designs. Submission of shop drawings and design calculations for standard designs is not required.
- Optional Steel Pole Designs. Multi-sided steel poles may be allowed as optional designs, if steel poles are permitted or required, pending approval by the Department as outlined below.
 - Shop Drawings. Optional designs require submission of shop drawings and design calculations bearing the seal of an engineer licensed in the State of Texas, in accordance with Item 441, "Steel Structures." The Department may elect to pre-approve some shop drawings for optionally designed poles. Submission of shop drawings and design calculations is not required for structures fabricated in accordance with the details of shop drawings on the pre-approved list maintained by the TxDOT Traffic Operations Division. Any deviation from the pre-approved shop drawings will require submission of shop drawings of the complete assembly and design calculations as described above.
 - Structural Support Design for Luminaires. Lighting support structures shall be designed for a 25 year design life in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 6th Edition (2013) and Interim Revisions thereto. All poles shall be designed for 110 mph 3-second gust wind speeds. The Gust Factor, G , and Wind Importance Factor, I_r , shall be applied as per the AASHTO Specifications assuming a 25-year design life. The design wind pressure for hurricane wind velocities greater than 100 mph shall not be less than the design wind pressure using 100 mph with the non-hurricane Wind Importance Factor, I_r , value. For transformer base poles, fabricator shall include transformer base and connecting hardware in design calculations and shop drawing submittals. All transformer bases shall have been structurally tested to resist the theoretical plastic moment capacity of the pole. Certification of the plastic moment load test and FHWA breakaway requirement test of the model of base being furnished shall be submitted with the shop drawings. Shop drawings shall show breakaway base model number, and manufacturer's name and logo. Manufacturer's shop drawings shall include the ASTM designations for all materials to be used.
 - Mast Arm Attachments. All poles and attachments shall be structurally designed to support two 12-foot mast arms and luminaires. Poles shall be supplied with mast arm combinations as shown in the plans. All mast arms shall be designed for a 60-pound luminaire having an effective projected area of 1.6 square feet.
 - Anchor Bolt Assembly. Anchor bolt assemblies for optionally designed poles shall be the same as those shown herein.
- Aluminum Pole Designs. Aluminum pole designs may be allowed, if aluminum poles are permitted or required, pending approval by the Department as outlined below.
 - Meet all of the requirements stated above for optional steel pole designs and the following:
 - Aluminum poles shall be fabricated in accordance with "Structural Welding Code-Aluminum" AWS D1.2.
 - Aluminum pole designs shall use the same anchor bolt assembly and be subject to the same geometric restraints and other requirements for steel poles specified herein.
 - Aluminum poles shall be equipped with vibration mitigation devices, as approved by the engineer.
 - Pole components shall be constructed using the following material:
 - Shaft: ASTM B221 or B241 Alloy 6063-T6, ASTM B209 Alloy 5086-H34, ASTM B221 Alloy 6005-T5.
 - Base Flange: ASTM B26 Alloy 356.0-T6 or ASTM B108 Alloy 356.0-T6 (Yield strength test required).
 - Mast Arm Fitting: ASTM B209 Alloy 6061-T6 or ASTM B221 Alloy 6005-T5.
 - Mast Arms: ASTM B241 Alloy 6061-T6 or Alloy 6063-T6.
 - Pole Cap: ASTM B209 Alloy 5086-H32 or ASTM B108 or B26 Alloy 356.0-T6.
 - Bolts: Stainless Steel AISI 300 series. Bolts threading into aluminum threads shall be treated with anti-seize compound, Never-Seize Compound, Permatex 133K or equal.
- Special Designs. Poles with architectural treatments shall meet the requirements shown elsewhere in the plans.
- Luminaire Mounting Height. Actual luminaire mounting height shall be the nominal mounting height given on RIP(2) for all pole-arm combinations except for poles with 4 ft. luminaire arms, which shall be 3'-0" lower than the nominal height, unless otherwise shown or directed.

EXPLANATION OF ROADWAY ILLUMINATION ASSEMBLY DESIGNATIONS

(TYPE SA 50 T - X - X) (400W EQ) LED

SA: Pole and mast arm may be steel or—aluminum.
ST: Pole and mast arm must be steel.
AL: Pole and mast arm must be aluminum.
SP: Special (ovalized) steel or aluminum pole for installing on CSB or SSCB. See standard sheet CSB (4), or SSCB (4).

Two numerical digits denote nominal mounting height in feet.

Next letter denotes type of base, (S-Shoe Base, T-Transformer Base, or B-Bridge/Ret.Wall Mount)


First number denotes length of mast arm in feet.

Use of second mast arm is indicated by second dashed number which denotes length in feet.

Luminaire rating in watts (i.e. 400W). Equivalent wattage LED fixtures will include EQ (i.e. 400W EQ)

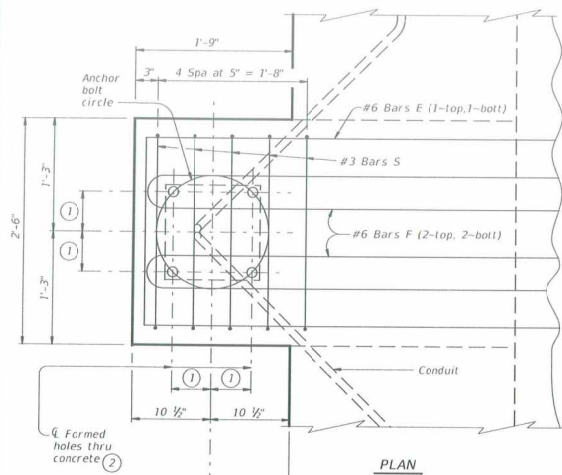
Last letters indicate light source (S - High Pressure Sodium; LED - LED luminaire)

SHEET 1 OF 4

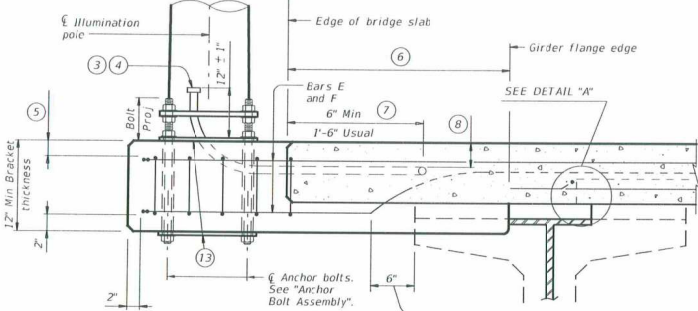
		Traffic Safety Division Standard	
ROADWAY ILLUMINATION POLES			
RIP(1)-19			
FILES: r1p-19.dgn	DATE: 01/19/2007	BY: [initials]	CHK: [initials]
©TxDOT January 2007	CONT: 01	SECT: 008, ETC	JOB: FM 3349
7-17	REVISIONS:	DESIGN: AUS	COUNTY: WILLIAMSON
12-19			SHEET NO: 723
73A			

DISCLAIMER: This document is prepared by the Texas Engineering Practice Act. No warranty of any kind is made by TCEP for the accuracy or completeness of the information contained herein, or for the conversion of this information to other formats or for incorrect results or damages resulting from its use.

DATE: 5/25/2022 4:52:36 PM
FILE: 87-FILES

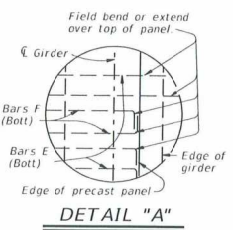


PLAN

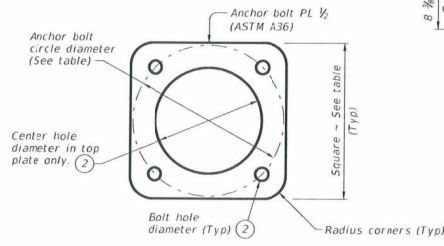


ELEVATION
(Structures with overhanging slabs)

ILLUMINATION POLE BRACKET LOCATION AND REINFORCING



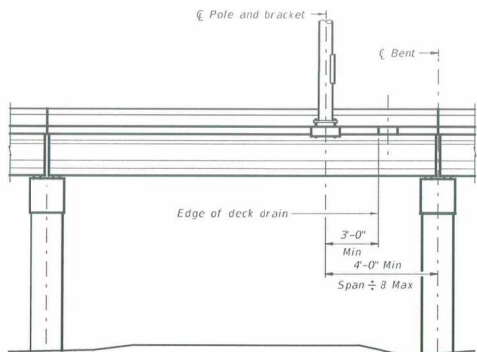
DETAIL "A"



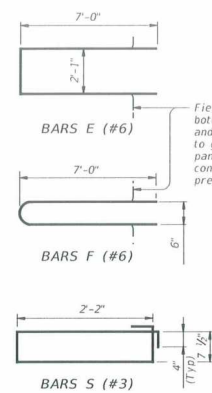
ANCHOR BOLT PLATE

ANCHOR BOLT CIRCLE DIAMETER	ANCHOR BOLT OFFSET	ANCHOR BOLT DIAMETER	ANCHOR BOLT HOLE SIZE		TOP AND BOTTOM ANCHOR BOLT PLATE SIZE	CENTER HOLE DIAMETER IN TOP ANCHOR BOLT PLATE
			CONCRETE	STEEL		
11	11	11	1 1/2	1 1/2	PL 1/2 X 13 X 1'-1"	9 1/2
13	4 5/8	1	1 1/2	1 1/2	PL 1/2 X 15 X 1'-3 1/2"	10 1/2
15	5 5/8	1 1/2	1 1/2	1 1/2	PL 1/2 X 15 X 1'-3 1/2"	10 1/2

ITEM	UNIT	QUANT
CONCRETE	(9)(10)	0.2
REINFORCING STEEL	(10)	1.46
STRUCTURAL STEEL	(10)(11)	11.2
CONDUIT	(12)	4



TYPICAL BRIDGE ELEVATION

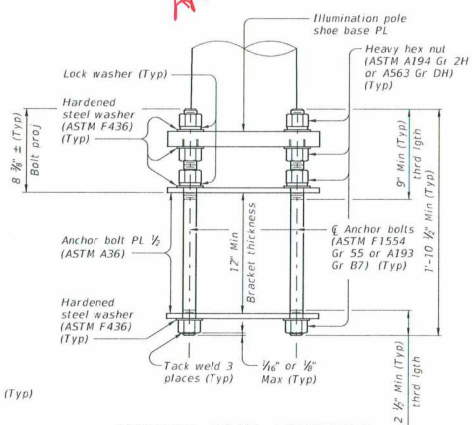


- See table for anchor bolt offset dimension.
- See table for hole diameter size.
- If lighting is to be placed on future contract, extend conduit only 6" and provide water tight cap.
- Ream burrs and install bell ends or bushings on all conduit ends.
- Provide same clear cover required for bridge slab. Place Bars E and F beneath top slab reinforcing only if necessary to provide this cover.
- If slab edge to girder flange edge exceeds 3'-11", lengthen Bars E and F proportionally to ensure Bars E and F extend 1'-6" Min beyond girder flange edge.
- Clear rail anchors, drains, etc 1 1/2" Min.
- 1 1/2" Min cover and always beneath top layer slab reinforcing.
- Variation due to slab thickness is insignificant.
- For Contractor's information only.
- Anchor bolts, nuts, washers, and 2 plates. Verify anchor bolt lengths prior to ordering.
- Additional to main run (size and type as shown elsewhere on the plans).
- See "Anchor Bolt Assembly", "Anchor Bolt Plate", and table for anchor bolt, and anchor bolt plate information.

MATERIAL NOTES:
Galvanize anchor bolts, nuts, washers, and anchor bolt plates. Repair galvanizing damage from tack welding per Item 445, "Galvanizing".
Provide Grade 60 reinforcing steel.
Epoxy coat or galvanize all reinforcing steel if slab bars are epoxy coated or galvanized.
Concrete for Illumination Pole Brackets must be of the same type and placed monolithically with the bridge slab. The bracket quantity is considered subsidiary to the Item "Reinforced Concrete Slab".

GENERAL NOTES:
Designed for up to 50 ft light pole with one 12 ft arm, 60 lb luminaire with 1.6 sq ft EPA at maximum design wind speed of 110 mph (3 second gusts). A special design is required if luminaire mounting height exceeds 100 ft above average surrounding terrain.
The anchor bolts, nuts, washers, and anchor bolt plates are subsidiary to the Item "Roadway Illumination Assemblies".
The type and size of conduit, the anchor bolt circle diameter, and the number and location of brackets is shown elsewhere on the plans. Brackets found to conflict with other components of the bridge may be relocated as necessary.
See Roadway Illumination Poles standard for details and notes not shown.

Cover dimensions are clear dimensions, unless noted otherwise.
Reinforcing bar dimensions shown are out-to-out of bar.



ANCHOR BOLT ASSEMBLY
(See table for anchor bolt diameter)

SHEET 1 OF 2

Texas Department of Transportation
Bridge Division Standard

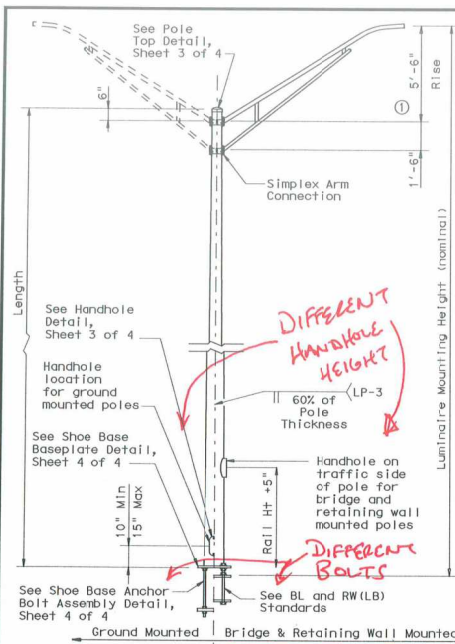
BRIDGE LIGHTING DETAILS

BL

FILE: blsteel01-19.dgn	IN: TxDOT	EX: TxDOT	IN: TxDOT	EX: TxDOT
DATE: April 2019	CONF: 01	SHEET: 008, ETC	JOB: FM 3349	PROJECT: AUS
DESIGN: WILLIAMSON	CHECK: WILLIAMSON	DATE: 5/25/2022	SHEET: 588	

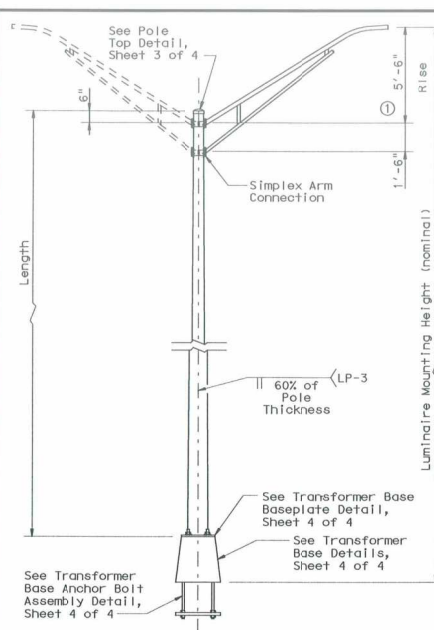
DISCLAIMER: This drawing is prepared by the Texas Engineering Practice Act. No warranty or any kind is made by TEPAC for any particular results or damages resulting from its use.

DATE: 5/25/2022 9:40:05 AM
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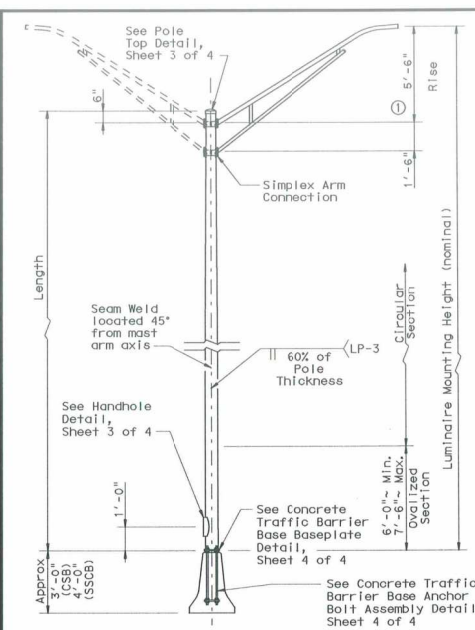
SHOE BASE POLE

SHOE BASE POLE					
Luminaire Mounting Height (Nominal) (ft)	Base Diameter (in)	Top Diameter (in)	Length (ft)	Pole Thickness (in)	Design Moment (K-ft)
20.00	7.00	4.90	15.00	0.1196	7.1
30.00	7.50	4.00	25.00	0.1196	13.2
31.00-39.00	8.00	4.36-3.24	26.00-34.00	0.1196	20.7
40.00	8.50	3.60	35.00	0.1196	20.7
50.00	10.50	4.20	45.00	0.1196	30.3



TRANSFORMER BASE POLE

TRANSFORMER BASE POLE					
Luminaire Mounting Height (Nominal) (ft)	Base Diameter (in)	Top Diameter (in)	Length (ft)	Pole Thickness (in)	Design Moment (K-ft)
20.00	7.00	5.11	13.50	0.1196	7.1
30.00	7.50	4.21	23.50	0.1196	13.2
31.00-39.00	8.00	4.57-3.45	24.50-32.50	0.1196	20.7
40.00	8.50	3.81	33.50	0.1196	20.7
50.00	10.00	3.91	43.50	0.1196	30.3



CONCRETE TRAFFIC BARRIER BASE POLE

CONCRETE TRAFFIC BARRIER BASE POLE (CSB/SSCB)					
Luminaire Mounting Height (Nominal) (ft)	Base Diameter (in)	Top Diameter (in)	Length (ft)	Pole Thickness (in)	Design Moment (K-ft)
20.00	9.00	5.78	23.00	0.1196	10.3
30.00	9.00	4.38	33.00	0.1196	16.6
48.00	10.50	4.48	43.00	0.1345	25.1

GENERAL NOTES:

- Designs conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th Edition (2013) and Interim Revisions thereto. Design 3-Second Gust Wind Speed equals 110 mph with a 1.14 gust factor. A wind importance factor of 0.80 is applied to adjust the wind speed to a 25 year recurrence interval. Design moments listed in tables assume base of pole is 25' above natural ground level.
- Structures are designed to support two 12' luminaire mast arms and luminaires. Mast arms are designed to support a 60-pound luminaire having an effective projected area of 1.6 square feet.
- Fabrication shall be in accordance with the Specifications and with the details, dimensions, and weld procedures shown herein. Do not submit shop drawings for roadway illumination pole assemblies fabricated in accordance with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of these sheets and the Specifications. In the absence of specified fabrication tolerances, dimensions shall be within the tolerances generally obtainable in normal fabrication practice.
- For mounting heights between values shown in the tables, use base diameter and thickness values for the larger height.
- Unless otherwise noted, all steel parts shall be galvanized in accordance with Item 445, "Galvanizing."
- Steel poles shall be fabricated in accordance with Item 441, "Steel Structures." Longitudinal seam welds for pole sections shall have 60% minimum penetration. All welding shall be in accordance with AWS D1.1, Structural Welding Code-Steel.
- Two-section poles joined by circumferential welds will not be permitted, unless otherwise shown on the plans. Poles may be fabricated in two sections and field-assembled by the lap-joint method. The two sections shall telescope together with a lap length of not less than 1-1/2 times the shaft diameter at the lap joint.
- Alternate material equal to or better than material specified may be substituted with the approval of the Engineer.
- Lubricate and tighten anchor bolts, when erecting shoe base poles and concrete traffic barrier base poles, in accordance with Item 449, "Anchor Bolts."
- All poles, except Transformer Base Poles, shall have hand holes with reinforcing frames and covers. For ground mounted shoe base poles, hand holes shall be placed 90 degrees to mast arm unless otherwise noted on the plans. For poles mounted on a concrete traffic barrier with one luminaire arm, hand holes shall be located 180 degrees from luminaire arm. For poles mounted on a concrete traffic barrier with two luminaire arms, all hand holes shall be on the same side of the barrier. For poles mounted on a bridge lighting bracket or a retaining wall lighting bracket, hand holes shall be on the traffic side of the pole, at a height that will clear the barrier.
- The finished pole shall have a smooth, uniform finish free of pits, blisters, or other defects. Scratched, chipped, and other damaged galvanized areas on poles and mast arms shall be repaired in accordance with Item 445, "Galvanizing."
- Pole length is based on a 5'-6" luminaire arm rise. 4 ft. luminaire arms have a 2'-6" rise. A pole with 4 ft. luminaire arms will have an actual mounting height 3'-0" less than the nominal mounting height. Increasing the pole length to meet the nominal mounting height is allowed, but unnecessary unless otherwise directed by the engineer.
- Erect transformer base poles in accordance with sheet RID(1).

MATERIAL DATA

COMPONENT	ASTM DESIGNATION	MIN. YIELD (ksi)
Pole Shaft (0.14"/ft. Taper)	A572 Gr 50, A595 Gr A, A1011 HSLAS Gr 50 C1 2 ③, or A1008 HSLAS Gr 50 C1 2	50
Base Plate and Handhole Frame	A572 Gr.50, or A36	36
T-Base Connecting Bolts	F3125 Gr A325	92
Anchor Bolts	F1554 Gr 55, A193-B7 or A321	55 105
Anchor Bolt Templates	A36	36
Heavy Hex (H.H.) Nuts	A194 Gr 2H, or A563 Gr DH	
Flat Washers	F436	

NOTES:

- 2'-6" rise for 4 ft. luminaire arms.
- Before ovalized as shown on Concrete Traffic Barrier Base Baseplate details, Sheet 4 of 4.
- A1011 SS Gr 50 may be used instead of HSLAS, provided the material meets the elongation requirements for HSLAS.

POLE ASSEMBLY FABRICATION TOLERANCES TABLE

DIMENSION	TOLERANCE
Shaft length	+1"
I.D. of outside piece of slip fitting pieces	+1/8", -1/16"
O.D. of inside piece of slip fitting pieces	+1/32", -1/8"
Shaft diameter: other	+3/16"
Out of "round"	1/4"
Straightness of shaft	±1/4" in 10 ft
Twist in multi-sided shaft	4° in 50 ft
Perpendicular to baseplate	1/8" in 24"
Pole centered on baseplate	±1/4"
Location of Attachments	±1/4"
Bolt hole spacing	±1/16"

SHEET 2 OF 4



ROADWAY ILLUMINATION POLES
RIP (2) - 19

FILES: rip-19.dgn	DWG	CHK	DES	CHK
①1x001 January 2007	CONT	SECT	JOB	ROADWAY
7-17	REVISIONS	3486	01 008, ETC	FM 3349
12-19		DIST	COUNTY	SHEET NO.
		AUS	WILLIAMSON	724

158

Commissioners Court - Regular Session

48.

Meeting Date: 08/13/2024

Bagdad North TCEQ Agenda Authorization Form

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agenda Authorization Form for the Edwards Aquifer Protection Program associated with the Bagdad Road North project, a 2019 Road Bond Project in Precinct 2.

Background

The Bagdad Road North project requires TCEQ approval of a Contributing Zone Plan (CZP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of Binkley and Barfield | DCCM to submit the needed CZP for TCEQ review and approval on behalf of the County.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

BagdadNorth-TCEQ-AgentAuthorizationForm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/08/2024 11:45 AM
Form Started By: Marie Walters		Started On: 08/08/2024 09:31 AM
Final Approval Date: 08/08/2024		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Bill Gravell Jr.,
Print Name
Williamson County Judge,
Title - Owner/President/Other
of Williamson County,
Corporation/Partnership/Entity Name
have authorized Eleanor R. Rivera
Print Name of Agent/Engineer
of Binkley and Barfield | DCCM
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to \$10,000 per day per violation.
2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.
3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.
4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.
5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____, _____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session

49.

Meeting Date: 08/13/2024

Utility Coordination Corridor & Road Bond CFA Contract Amendment No. 9

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. 9 to the Utility Coordination/Relocation Services contract between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Corridor and Road Bond Programs. Project: On-Call. Fund Source: Corridor & Road Bonds.

Background

This Contract Amendment No. 9 increases the compensation cap by \$1,535,000.00 from \$11,600,000.00 to \$13,135,000.00. This will allow the utility coordinator Cobb, Fendley & Associates to continue providing utility coordination and engineering services on an on-call basis for the Corridor and Road Bond Program projects through September 2024. The increase includes \$696,456.65 for FY24 2019 Road Bond activities including, \$660,125.68 for FY24 2023 Road Bond activities, and \$177,190.14 for FY24 Corridor Program activities through the end of the fiscal year. This Amendment also adjusts their Exhibit D Rate Schedule to add new sub-consultant work categories, as well as increase two existing rates based on the CPI language from the master contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

UtilityCoordination CFA Amend#9

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 11:58 AM

Started On: 08/08/2024 10:00 AM

CONTRACT AMENDMENT NO. 9
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for the 2023 Road Bond Program ("Project")

THIS CONTRACT AMENDMENT NO. 9 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$11,600,000.00; 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 \$11,600,000.00 to \$13,135,000.00.
- II. The hourly rates in the original Exhibit D of the Contract are hereby amended for the following subconsultants, shown in the attached revised Exhibit D (must be attached):
 - a. The Rios Group, Inc - rate adjustment
 - b. Anderson Infrastructure, LLC - rate adjustment
 - c. Underground Services, Inc. (SoftDig) Texas Utility Coordination, LLC - rate adjustment

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

August 1, 2024
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

APPROVED

By Christen Eschberger at 10:42 am, Aug 08, 2024

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.

Effective October 2022

Senior Project Manager.....	\$272.94/HR
Senior Engineer	\$226.48/HR
Project Engineer III	\$197.45/HR
Project Engineer II	\$174.22/HR
Project Engineer I	\$145.18/HR
Senior Technician	\$168.41/HR
Technician III.....	\$145.18/HR
Technician II	\$133.57/HR
Technician I	\$110.34/HR
Licensed State Land Surveyor	\$272.94/HR
Registered Professional Land Surveyor	\$197.45/HR
4 Person Field Services Crew	\$220.68/HR
3 Person Field Services Crew	\$197.45/HR
2 Person Field Services Crew	\$168.41/HR
1 Person Field Services Crew	\$139.37/HR
2 Person Hy-Drone Crew	\$394.89/HR
2 Person UAV Drone Crew	\$272.94/HR
Field Construction Observer	\$127.76/HR
Senior Utility Specialist	\$180.02/HR
Utility Specialist.....	\$145.18/HR
GIS Manager.....	\$197.45/HR
GIS Analyst.....	\$139.37/HR
Right-of-Way Project Manager.....	\$272.94/HR
Right-of-Way Agent	\$162.60/HR
Administrative.....	\$121.95/HR
Clerical.....	\$92.92/HR

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum)	\$127.76/HR
Two-Man Designating Crew (4-Hour Minimum)	\$197.45/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	\$342.63/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum)	\$365.86/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum).....	\$301.98/HR
Closed Circuit Television (CCTV) with 2 Technicians	\$325.21/HR
Traffic Control Officer.....	At Cost
Traffic Control (Lane Closures, etc.).....	At Cost
Permits (Local, State, etc.).....	At Cost
Designation & Traffic Control Vehicles	\$3.50/Mile
Location Vehicles	\$6.50/Mile

EXHIBIT D

RATE SCHEDULE

(continued)

Cobb, Fendley & Associates, Inc.

Effective October 2022

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Courier, Special Equipment Rental.....	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	IRS Approved Rate
Title Plant Charges.....	At Cost
Other Misc. Expenses Related to the Project.....	At Cost
In-House Reproduction:	
• Copies (Up to 11" x 17")	\$0.15/Each
• Color Prints (Up to 11" x 17").....	\$1.50/Each
• Color Prints (Up to 11" x 17").....	\$3.00/Sq. Ft.
• Bluelines (All Sizes)	\$1.00/Each
• Bond Prints (All Sizes)	\$2.00/Each

EXHIBIT D

RATE SCHEDULE

(continued)

Hydro Spy, LLC

Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Round Trip Mobilization	\$1,120.00/day
Pot Hole & Trench Excavations w/ Backfill.....	\$3,820.00/day
Traffic Control Officer.....	At Cost
Traffic Control (Lane Closures, etc.).....	At Cost
Permits (Local, State, etc.).....	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Approved 7/16/2019 PSA

EXHIBIT D

RATE SCHEDULE

(continued)

Clean Harbors Environmental Services, Inc.

Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Hydrovac - Tri-Drive with Operator & Helper (4-Hour Minimum).....	\$215.00/HR
3 rd Party Backfill & Restoration (as required)	At Cost
Dump Fee.....	\$140.00/Each
Water.....	\$36.00/LOAD
Traffic Control Officer.....	At Cost
Traffic Control (Lane Closures, etc.).....	At Cost
Permits (Local, State, etc.).....	At Cost
Location Vehicles	\$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Badger Daylighting Corporation

Effective October 2022

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	\$2,380.00/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	\$265.00/HR
Additional Operator (remote job or backfill work)	\$50.00/HR
Additional Operator Overtime (remote work or backfill work over 10-hours)	\$65.00/HR
3 rd Party Service (Backfilling) (as required by job)	At Cost
Traffic Control Officer	At Cost
Traffic Control (Lane Closures, etc.)	At Cost
Permits (Local, State, etc.)	At Cost
Location Vehicles	\$6.50/Mile

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Underground Services, Inc. (SOFTDIG)

Effective July 2020

(Updated)

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

One to Two-man Designation Crew_QL-B (4-Hour Minimum) (Day).....	\$215.00/HR	CPI Increase Utilized
Vacuum Excavation Truck with 2 Technicians_QL-A (4-Hour Minimum) (Day)	\$362.00/HR	
Two-man Designation CCTV Pipe Inspection (Push) (4-Hour Minimum) (Day).....	\$250.00/HR	NEW
CAD/GIS Mapping	\$350.00/HR	
Mobilization & Demobilization	\$100.00/HR *	
Pavement Coring/Restoration	\$375.00/CORE	New
Flag Person.....	\$65.00/HR *	
Traffic Control Officer.....	At Cost	
Traffic Control (Lane Closures, etc.)	At Cost	
Permits (Local, State, etc.).....	At Cost	

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

The Rios Group, Inc.
Effective October 2022
(Updated)

SUBSURFACE UTILITY ENGINEERING

Utility Designation/Investigation/Mapping (1,000 LF Minimum)	\$1.80/LF
Test Hole 0 Feet - 5Feet.....	\$1,315.00/EA
Test Hole Over 5 Feet to 8 Feet.....	\$1,600.00/EA
Test Hole Over 8 Feet to 13 Feet.....	\$1,995.00/EA
Test Hole Over 13 Feet to 20 Feet	\$2,575.00/EA
Test Hole Over 20 Feet.....	\$3,025.00/EA
Pavement Coring.....	\$370.00/EA
Permits (Local, State, etc.).....	At Cost
Traffic Control Plans, Signs, Barricades.....	At Cost
Select Backfill and pavement restoration.....	At Cost
Vacuum excavation truck mobilization and demobilization.....	\$5.00/mile
Designating and/or other survey vehicle mobilization and demobilization.....	\$2.50/mile
Traffic control vehicle mobilization and demobilization.....	\$2.00/mile
Utility Designating Services without mapping	\$1.20/LF
Quality Level C/D SUE	\$0.70/LF

HOURLY RATES

One Designating Person with Equipment	\$160.00/HR
Two Person Designating Crew with Equipment.....	\$250.00/HR
Three Person Designating Crew with Excavation Vehicle	\$335.00/HR
Project Manager	\$235.06/HR
Snr. Engineer.....	\$260.13/HR
Project Engineer.....	\$206.85/HR
Utilities Engineer	\$173.29/HR
EIT	\$120.95/HR
Engineer Technician	\$120.66/HR
Engineer Technician JR.....	\$94.02/HR
Senior CADD Operator.....	\$115.96/HR
CADD Operator	\$90.89/HR
CADD Operator JR.....	\$68.95/HR
SUE Manager.....	\$142.60/HR
SUE Field Manager.....	\$109.69/HR
Snr. Utilities Coordinator.....	\$203.72/HR
Utilities Coordinator	\$137.90/HR
Engineering Specialist	\$81.49/HR
Admin/Clerical.....	\$100.29/HR

NEW

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

McGray & McGray Land Surveyors, Inc.
Effective October 2022

SURVEYING

One Person (1) Field Crew	\$120.75/HR
Two Person (2) Field Crew	\$173.25/HR
Three Person (3) Field Crew	\$204.75/HR
One Person (1) GPS/RTK Crew	\$173.25/HR
Two Person (2) GPS/RTK Crew	\$231.00/HR
Three Person (3) GPS/RTK Crew	\$262.50/HR
Terrestrial LiDAR Scanner	\$100/HR
Additional Crew/Rod Person	\$47.25/HR
Flagger	\$47.25/HR
UAS LiDAR Unit-day rate	\$4,500.00
Mobile Mapping Unit-day rate	\$9,000.00

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Landmark Surveying, LP
Effective October 2022

SURVEYING

Three Person (3) Field Crew\$208.00/HR
Two Person (2) Field Crew\$182.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County
Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

GGE Design and Consulting, LLC

Effective October 2022

UTILITY COORDINATION & ENGINEERING

Project Manager	\$193.20/HR
Sr. Project Engineer	\$151.20/HR
CAD Technician	\$73.50/HR
Sr. CAD Technician.....	\$98.70/HR
Administrative.....	\$52.50/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Balcones Geotechnical

Effective May 2023

ENGINEERING & REPORTING

Principal	\$225.00/HR
Senior Geotechnical Engineer	\$195.00/HR
Project Engineer	\$135.00/HR
Drafter	\$75.00/HR
Administrative	\$75.00/HR

LABORATORY SOIL TESTING

Atterberg Limits	\$75.00/EA
Grain Size Analysis (Includes Percent Passing #200 Sieve)	\$70.00/EA
Unconfined Compressive Strength	\$75.00/EA
Corrosion Suite (pH, Sol. Chlorides, Sulfates, Box Resistivity)	\$450.00/HR

FIELD EXPLORATION

Field Coordination (Staking of Borings, One-Call, Planning)	\$75.00/HR
Logger	\$75.00/HR
Transportation Cost – Trip Charge	\$65.00/Trip
Mobilization (drill rig and support equipment, truck rig)	\$550.00/EA
Water Hauling	\$175.00/EA
Drilling and Sampling (Soil Boring)	\$22.00/FT
Drilling and Sampling (Rock Coring)	\$32.00/FT
Backfill Boreholes	\$6.00/FT

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

V & A Consulting Engineers, Inc.

Effective September 2023

ENGINEERING & REPORTING

Principal	\$320.00/HR
Senior Project Manager	\$280.0/HR
Project Engineer.....	\$214.00/HR
Graduate Engineer	\$155.00/HR
Administrative.....	\$95.00/HR

OTHER DIRECT EXPENSES

Mileage (Standard Car or Truck)	IRS Approved Rate
Soil Sample Analysis	At Cost
Soil Sample Shipping.....	At Cost

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Texas Utility Coordination, LLC

Effective May 2024

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Utility Coordinator.....	\$201.92/HR
Utility Inspector	\$132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Anderson Infrastructure, LLC

Effective September 2023

(Updated)

UTILITY COORDINATION & FIELD INVESTIGATIVE SERVICES

Sr. Technical Advisor	\$246.89/HR
Utility Coordinator	\$110.00/HR

SUBSURFACE UTILITY ENGINEERING

Underground/Overhead utilities when poles note survey (QL-D)	\$0.55/LF
Overhead Utilities when poles surveyed (QL-C).....	\$0.75/LF
Designated Utilities (QL-B).....	\$1.75/LF
<u>Test Holes (QL-A)</u>	
• 0-5 Feet	\$1,300.00/EA
• 5-8 Feet	\$1,500/EA
• 8-13 Feet	\$1,900.00/EA
• Coring	\$400/Core
2 Person Designation Crew with Equipment	\$150.00/HR
2 Person Vacuum Excavation Crew with Equipment.....	\$360.00/HR

NEW

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

Lonestar Program Controls Group (LPCG)

Effective September 2023

UTILITY COORDINATION & FIELD INSPECTION SERVICES

Project Controls Manager	\$222.89/HR
Utility Coordinator.....	\$201.92/HR
Utility Inspector	\$132.39/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

AEPARMIA ENGINEERING, PLLC

Effective September 2023

UTILITY COORDINATION, ENGINEERING & DESIGN SERVICES

Principal	\$220.00/HR
Project Manager	\$180.00/HR
Professional Engineer	\$150.00/HR
Project Coordinator	\$130.00/HR
Engineer in Training	\$120.00/HR
3D CAD Designer.....	\$110.00/HR
Utilities Specialist II	\$90.00/HR
Utilities Coordinator II.....	\$85.00/HR
Utilities Specialist I.....	\$80.00/HR
Utilities Coordinator I.....	\$75.00/HR
GIS Technician	\$70.00/HR
Engineering Intern	\$70.00/HR
Administrative.....	\$70.00/HR

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	At Cost
Mileage (Standard Car or Truck)	IRS Approved Rate
Other Misc. Expenses Related to the Project.....	At Cost
In-House Reproduction:	
• Black & White Prints (Up to 11" x 17").....	\$0.30/Each
• Color Prints (Up to 11" x 17").....	\$0.90/Each
• Black Line Plots (Large Format)	\$1.80/Each
• Full Color Plots (Large Format)	\$10.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

SURVWEST

Effective September 2023

SURVEY SERVICES

Office & Field Staff Rates

Survey Division Manager	\$260.00/HR
Survey Director	\$229.00/HR
Survey Project Manager IV	\$215.00/HR
Survey Project Manager III	\$205.00/HR
Survey Project Manager II	\$190.00/HR
Survey Project Manager I	\$177.00/HR
Surveyor II	\$162.00/HR
Surveyor I	\$152.00/HR
CAD Manager	\$165.00/HR
Senior CAD Technician	\$149.00/HR
CAD Technician IV	\$129.00/HR
CAD Technician III	\$124.00/HR
CAD Technician II	\$117.00/HR
CAD Technician I	\$104.00/HR
Survey Field Technician	\$90.00/HR
2-Person Survey Crew	\$215.00/HR
1-Person Survey Crew	\$130.00/HR
Survey Crew Travel Rate (Transit Time)	\$95.00/HR
Abstractor	\$116.00/HR
Administrative Assistant	\$93.00/HR

Material and Equipment Reimbursable Expenses

Mileage Survey Vehicle (4x4 Truck)	IRS Approved Rate
LiDAR Equipment (UAS, Drone, etc.)	\$155.00/Day
Mobile/Terrestrial Laser Scanner (Ground or Vehicle Mounted)	\$105.00/Day
Survey Materials & Supplies	At Cost
Plotting, Printing, Binding Materials	At Cost
Overnight and Courier Fees	At Cost

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

SURVWEST

Effective September 2023

SUBSURFACE UTILITY ENGINEERING SERVICES

Office Staff Rates

SUE Division Manager	\$260.00/HR
SUE Engineering Director	\$229.00/HR
SUE Project Manager IV	\$215.00/HR
SUE Project Manager III	\$205.00/HR
SUE Project Manager II	\$193.00/HR
SUE Project Manager I	\$177.00/HR
EIT III	\$161.00/HR
EIT II	\$155.00/HR
EIT I	\$145.00/HR
Senior CAD Technician	\$149.00/HR
CAD Technician IV	\$129.00/HR
CAD Technician III	\$119.00/HR
CAD Technician II	\$113.00/HR
CAD Technician I	\$99.00/HR
Senior Utility Coordinator/Specialist	\$174.00/HR
Utility Coordinator/Specialist	\$159.00/HR
Administrative Assistant	\$93.00/HR

Field Staff Rates

SUE Field Manager	\$174.00/HR
SUE Field Supervisor	\$159.00/HR
Senior Designating/Field Technician	\$126.00/HR
Junior Designating/Field Technician	\$106.00/HR
Senior Vac Technician	\$96.00/HR
Junior Vac Technician	\$86.00/HR
Utility Field Inspector	\$93.00/HR

Mobilization/Demobilization and Equipment Rates

Designating Equipment	\$50.00/HR
Vac Truck	\$125.00/HR
GPR Equipment	\$75.00/HR
Pole/Push Camera	\$50.00/HR
Robotic Camera	\$150.00/Day
SUE Materials & Supplies	At Cost

EXHIBIT D

RATE SCHEDULE

(continued)

SURVWEST

Effective September 2023

Vendor Rates

Traffic Control (Plans and Traffic Control) At Cost

Test Hole Rate Sheet

"In Pavement" Test Holes

0 ft to 6 ft	\$1,300.00/Each
6 ft to 8 ft	\$1,500.00/Each
8 ft to 10 ft.....	\$1,700.00/Each
10 ft to 12 ft.....	\$1,950.00/Each
12 ft to 15 ft.....	\$2,200.00/Each
Greater than 15 ft	\$300.00/HR

"Outside Pavement" Test Holes

0 ft to 6 ft	\$1,100.00/Each
6 ft to 8 ft	\$1,300.00/Each
8 ft to 10 ft.....	\$1,500.00/Each
10 ft to 12 ft.....	\$1,750.00/Each
12 ft to 15 ft.....	\$2,000.00/Each
Greater than 15 ft	\$300.00/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

EXHIBIT D

RATE SCHEDULE

(continued)

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for ALL Urban Consumers, AL 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 for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Commissioners Court - Regular Session

50.

Meeting Date: 08/13/2024

Option to Purchase from TXDOT

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 authorizing the county judge to exercise an option to acquire real property and improvements for \$18,028,224.50 from TxDOT for property located at 9500 Lake Creek Blvd. in Williamson County, Texas. Funding Source: General Funds

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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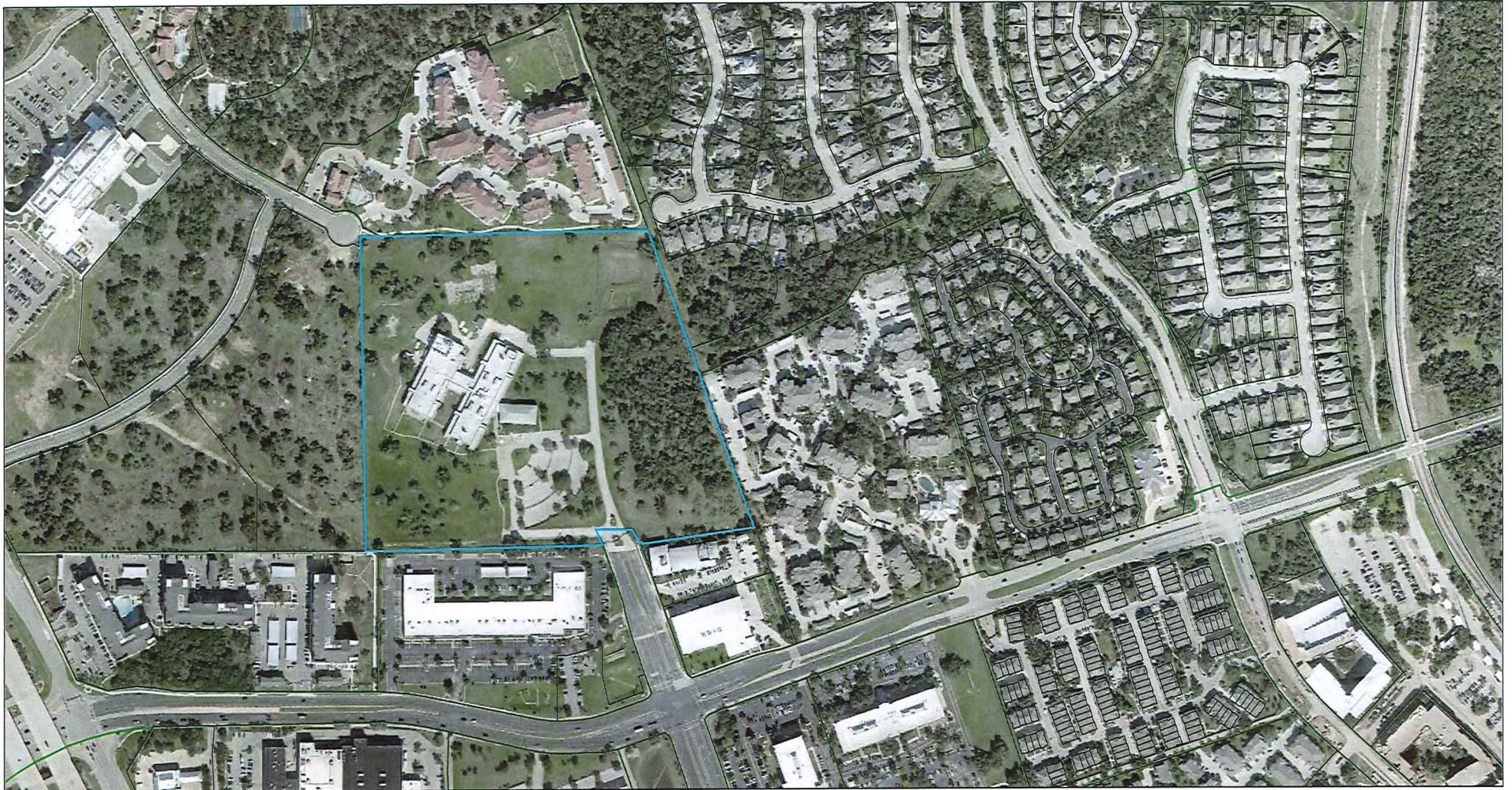
Attachments

WCAD
Option

Form Review

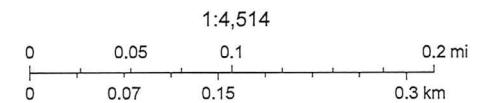
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/08/2024 09:37 AM
Form Started By: Charlie Crossfield		Started On: 08/07/2024 11:05 AM
Final Approval Date: 08/08/2024		

TXDOT (R056472) 9600 N Lake Creek Pkwy



7/26/2024, 2:08:43 PM

- Parcels
- Subdivision Boundaries
- County Boundary



Williamson County TX, Maxar

Property	Owner	Property Address	Tax Year	2024 Market Value
R056472	STATE OF TEXAS DEPT OF TRANSPORTATION	9500 NORTH LAKE CREEK PKWY, AUSTIN, TX 78717	2024 ▼	CERTIFIED \$18,824,716

Page: Property Details ▼

2024 GENERAL INFORMATION

Property Status	Active
Property Type	C2
Legal Description	AW0551 AW0551 - Saul, R. Sur., ACRES 28.384
Neighborhood	R451R - Research & Development(>30,000 Sf)-lakeline Area
Account	R-16-0551-EX00-0001
Related Properties	R494729 , R519285
Map Number	4-6618
Effective Acres	-

2024 OWNER INFORMATION

Owner Name	STATE OF TEXAS DEPT OF TRANSPORTATION
Owner ID	
Exemptions	Exempt Property (Active)
Percent Ownership	100%
Mailing Address	PO BOX 15426 AUSTIN, TX 78761-5426
Agent	-

2024 VALUE INFORMATION

MARKET VALUE

Improvement Homesite Value	\$0
Improvement Non-Homesite Value	\$9,477,479
Total Improvement Market Value	\$9,477,479
Land Homesite Value	\$0
Land Non-Homesite Value	\$9,347,237
Land Agricultural Market Value	\$0
Land Timber Market Value	\$0
Total Land Market Value	\$9,347,237
Total Market Value	\$18,824,716

ASSESSED VALUE

Total Improvement Market Value	\$9,477,479
Land Homesite Value	\$0
Land Non-Homesite Value	\$9,347,237
Agricultural Use	\$0
Timber Use	\$0
Total Appraised Value	\$18,824,716
Homestead Cap Loss ⓘ	-\$0
Circuit Breaker Limit Cap Loss ⓘ	-\$0
Total Assessed Value	\$18,824,716

2024 ENTITIES & EXEMPTIONS

Special Exemptions EX - Exempt Property

TAXING ENTITY	EXEMPTIONS	EXEMPTIONS AMOUNT	TAXABLE VALUE	TAX RATE PER 100	TAX CEILING
CAD- Williamson CAD		-	\$0	0	0
CAU- City of Austin		-	\$0	0.4458	0
GWI- Williamson CO		-	\$0	0.333116	0
J01- Aus Comm Coll		-	\$0	0.0986	0
RFM- Wmsn CO FM/RD		-	\$0	0.044329	0
SRR- Round Rock ISD		-	\$0	0.919	0
W09- Upper Brushy Creek WCID		-	\$0	0.017	0
TOTALS				1.857845	

2024 IMPROVEMENTS

⌵ Expand/Collapse All

Improvement #1 State Code Homesite Total Main Area (Exterior Measured) Market Value
 - XV - Other Exemptions No 70,000 Sq. Ft \$9,477,479

RECORD	TYPE	YEAR BUILT	SQ. FT	VALUE	ADD'L INFO
1	Main Area	2000	70,000	\$9,229,319	⌵ Details
2	Asphalt	-	100,000	\$248,160	⌵ Details

2024 LAND SEGMENTS

LAND SEGMENT TYPE	STATE CODE	HOMESITE	MARKET VALUE	AG USE	TIM USE	LAND SIZE
1 - Commercial	XV - Other Exemptions	No	\$9,347,237	\$0	\$0	1,236,407 Sq. ft
TOTALS						1,236,407 Sq. ft / 28.384000 acres

VALUE HISTORY

YEAR	IMPROVEMENT	LAND	MARKET	AG MARKET	AG USE	TIM MARKET	TIM USE	APPRAISED	HS CAP LOSS	CBL CAP LOSS	ASSESSED
2023	\$7,247,817	\$9,347,237	\$16,595,054	\$0	\$0	\$0	\$0	\$16,595,054	\$0	\$0	\$16,595,054
2022	\$6,391,469	\$12,715,974	\$19,107,443	\$0	\$0	\$0	\$0	\$19,107,443	\$0	\$0	\$19,107,443
2021	\$5,507,930	\$9,419,240	\$14,927,170	\$0	\$0	\$0	\$0	\$14,927,170	\$0	\$0	\$14,927,170
2020	\$4,956,713	\$8,948,278	\$13,904,991	\$0	\$0	\$0	\$0	\$13,904,991	\$0	\$0	\$13,904,991
2019	\$5,217,593	\$10,085,633	\$15,303,226	\$0	\$0	\$0	\$0	\$15,303,226	\$0	\$0	\$15,303,226

SALES HISTORY

DEED DATE	SELLER	BUYER	INSTR #	VOLUME/PAGE
6/29/2012	STATE OF TEXAS	STATE OF TEXAS DEPT OF TRANSPORTATION	-	
4/18/2001	STATE OF TEXAS	STATE OF TEXAS	-	2001/036200
8/31/1988	STATE OF TEXAS M H M R	STATE OF TEXAS	-	1723/855
	VETERANS LAND BOARD OF TEXAS	STATE OF TEXAS M H M R	-	328/548



6230 East Stassney Lane | Austin, Texas 78744
ROW – Real Estate Services Section
512.416.2485
txdot.gov

July 18, 2024

RE: Potential Sale of State-Owned Property
+/- 28.53 acres; D14-246-483
9500 N Lake Creek Parkway
Austin, Williamson County, TX 78717

VIA FEDERAL EXPRESS

Bill Gravell, Jr.
County Judge
Williamson County
710 S Main St Ste 101
Georgetown, TX 78626

Dear Priority Holder,

The Austin District of the Texas Department of Transportation ("TxDOT") has determined that the above-described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code § 202.021, governmental entities with the authority to condemn the real property have a priority right to purchase TxDOT real property that is sold, and this letter is a notice of your right to purchase this property.

The purchase price for this property is EIGHTEEN MILLION and No/100 DOLLARS (\$18,000,000.00), plus \$11,474.50 survey costs, \$16,750.00 appraisal costs, and any additional incurred closing costs, including the cost of any owner's title insurance policy you may require. This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold.

To exercise your priority, you must provide TxDOT with a written election statement of your entity's intent to purchase the property on these terms, within **thirty (30) days** of the receipt of this letter. Please email this to: Stephen.Dodge@txdot.gov.

If TxDOT does not receive a written election statement, TxDOT will consider your right to purchase the property waived. If the priority holder is not interested in purchasing the property, please return the enclosed Waiver prior to the automatic 30-day waiver.

If you have any questions concerning this matter, email or call me at: (512) 416-2875.

Sincerely,

DocuSigned by:
A handwritten signature in blue ink that reads "Steve Dodge".
01903908A1EF44A...
Stephen Dodge
Director, Real Estate Services Section, Right of Way Division

cc: Tucker Ferguson, P.E., District Engineer, Austin District
David Harrah, ROW Project Delivery Manager, Austin District

**Waiver of Priority Purchase Right
by Governmental Entity**

RE: Potential Sale of State-Owned Property
Texas Department of Transportation
+/- 28.53 acres; D14-246-483
9500 N Lake Creek Parkway Austin,
Williamson County, TX 78717

Stephen Dodge, Director
Real Estate Services Section
Right of Way Division
Texas Department of Transportation
6230 E. Stassney Lane
Austin, Texas 78744

Dear Mr. Dodge:

We have reviewed TxDOT's letter dated July 18, 2024 regarding the proposed sale of the above-referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

Sincerely,

_____ [Signature]

_____ [Name]

_____ [Title]

_____ [Entity Name]

Date: _____, 20__

Bill Gravell, Jr.
County Judge
Williamson County
710 S Main St Ste 101
Georgetown, TX 78626

Commissioners Court - Regular Session**51.****Meeting Date:** 08/13/2024

Approval of Consent to Assignment from Dobie Supply, LLC to RoadSafe Traffic System, Inc. for Road and Bridge Department

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Dobie Supply, LLC (the Assignor), and RoadSafe Traffic System, Inc.(the Assignee) in relation to contract #22IFB56 Signs and Markers, awarded on November 21, 2023, and authorizing the execution of the Consent to Assignment

Background

Dobie Supply, LLC has changed to RoadSafe Traffic System, Inc. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to RoadSafe Traffic System, Inc. The department's Point of Contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

RoadSafe Consent to Assign
Form 1295 RoadSafe

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kerstin Hancock
Final Approval Date: 08/08/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

08/08/2024 09:50 AM
08/08/2024 10:14 AM
Started On: 08/07/2024 01:36 PM

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Dobie Supply, LLC, 601 Commercial Dr, Buda, TX 78610**. (hereinafter "Assignor") hereby requests consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights, and obligations, **RoadSafe Traffic Systems, Inc. ("RoadSafe"), 8750 W. Bryn Mawr Ave. Suite 400, Chicago, IL** (hereinafter "Assignee") in the contract(s) described as follows:

Contract #22IFB56 – **Signs and Markers** by and between County and Assignor, being awarded by County to Assignor on **November 21, 2023**, which is incorporated herein by reference for all purposes (hereinafter "Contract").

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

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

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

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

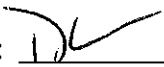
COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20____

ASSIGNOR:
Dobie Supply, LLC

By: 

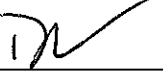
Printed Name: Doug Phillip

Title: Managing Partner

Date: 8/8/24, 20 24

ASSIGNEE:

RoadSafe Traffic Systems, Inc. ("RoadSafe")

By: 

Printed Name: Doug Phillip

Title: Branch Manager

Date: 8/8, 20 24

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Roadsafe Traffic Systems
Buda, TX United States

Certificate Number:
2024-1197957

Date Filed:
08/07/2024

Date Acknowledged:
08/08/2024

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

Williamson County

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

2023-149
Signs and road maintenance materials

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

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

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

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1197957

Date Filed:
08/07/2024

Date Acknowledged:

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

Roadsafe Traffic Systems
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.

2023-149
Signs and road maintenance materials

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

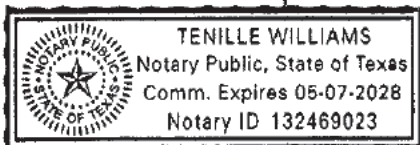
5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

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

Executed in Hays County, State of Texas, on the 7th day of August, 2024.
(month) (year)



[Signature]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**52.****Meeting Date:** 08/13/2024

E. Wilco Highway Segment 2- purchase contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a purchase contract with CSW Hutto 63, LP to acquire 12.060 AC for right of way and 0.270 AC for a drainage easement on the E. Wilco Highway project (Segment 2/Parcel 37). Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 09:38 AM

Started On: 08/07/2024 02:30 PM

REAL ESTATE CONTRACT

Southeast Loop/East Wilco Highway (Segment 2) Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **CSW HUTTO 63, LP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 12.060 acres acre (525,347 sq. ft.) tract of land located in the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; being more particularly described by metes and bounds as follows and shown on the attached Exhibit "A," attached hereto and incorporated herein **(Parcel 37)**; and

Drainage Easement interest only to that certain 0.270 acre (11,748 square feet) tract of land, more or less, being out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "B" attached hereto and incorporated herein **(Parcel 37DE)**;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described herein", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWO MILLION FIFTY-SIX THOUSAND SIX HUNDRED FIFTEEN and 00/100 Dollars (\$2,056,615.00). Pursuant to the terms of that certain Possession and Use Agreement affecting the Property which was recorded as Document No 2023001805 of the Official Records of Williamson

County, Texas, Purchaser has previously paid \$1,117,276, which amount was to be offset from any final purchase price to be paid for the Property. **Therefore, the net Purchase price now due and owing from Purchaser is NINE HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED THIRTY-NINE and 00/100 Dollars (\$939,339.00).**

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions/Additional Compensation

2.03. **Driveways.** As an obligation which shall survive the Closing of this transaction, as part of the construction of proposed East Wilco Highway Segment 2 interim roadway improvements Purchaser shall cause driveways to be constructed between the edge of proposed roadway pavement and the edge of the acquired right of way Property in the locations and in substantial compliance with the plans and specifications as shown in Exhibit "C" attached hereto and incorporated herein. By execution of this Agreement Seller also agrees to allow Seller, its agents and contractors to temporarily access the remaining property of Seller only in the limited locations and time period as reasonably necessary to carry out the obligations of this paragraph.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before September 1, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Williamson County a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property described in Exhibit "A", and deliver to Williamson County a duly executed and acknowledged Drainage Easement conveying such interest in all of the Property described in Exhibit "B", free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed to Purchaser shall be in the form as shown in Exhibit "D" attached hereto. The Drainage Easement shall be in the form as shown in Exhibit "E" attached hereto.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.

- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

CSW HUTTO 63, LP

By: 
Robert O'Farrell (Aug 2, 2024 14:56 CDT)

Address: 175 Taylor Ranch Rd

Name: Robert O'Farrell

Austin TX 78717

Title: Member

Date: Aug 2, 2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 6
January 10, 2023

PROPERTY DESCRIPTION FOR PARCEL 37

DESCRIPTION OF A 12.060 ACRE (525,347 SQ. FT.) PARCEL OF LAND LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, TEXAS BEING A PORTION OF A REMAINDER OF A CALLED 63.478 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CSW HUTTO 63, LP, RECORDED OCTOBER 19, 2022 IN DOCUMENT NO. 2022119847, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 12.060 ACRE (525,347 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 573.50 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 342+48.75 on the west line of said remainder of a called 63.478 acre tract, for the southeast corner of a called 389.542 acre tract of land, described in a deed to WMV Hutto 390 DE LLC., and recorded in Document No. 2022029057, O.P.R.W.C.TX., same being the northeast corner of a called 107.22 acre tract of land, described as Tract 5 in the following deeds to Bigsky Capital, LTD., recorded in Document No. 2021191281 (2.863333%), O.P.R.W.C.TX. and in Document No. 202119282 (30.470%), O.P.R.W.C.TX., and to Sparrow Fields Properties, LTD. in Document No. 2021191283 (2.863333%), O.P.R.W.C.TX. and in Document No. 2021191284 (30.470%), O.P.R.W.C.TX., and to Clarendor Capital, LTD. in Document No. 2021191285 (2.863334%), O.P.R.W.C.TX. and in Document No. 2021191286 (30.470%), O.P.R.W.C.TX.

THENCE N 08°01'44" E, with the common line of said remainder of a called 63.478 acre tract and said 389.542 acre tract, a distance of 365.56 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,163,489.57, E=3,187,021.80) set 233.50 feet right of Southeast Loop E.C.S. 343+83.05 on the proposed south right-of-way line of Southeast Loop, for the southwest corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 08°01'44" E, departing the proposed south right-of-way line of said Southeast Loop, continuing with the common line of said remainder of a called 63.478 acre tract and said 389.542 acre tract, a distance of 503.14 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 234.46 feet left of Southeast Loop E.C.S. 345+67.91 on the proposed north right-of-way line of Southeast Loop, for the southwest corner of a called 16.000 acre tract of land, described in a deed to Evins Properties, LP, recorded in Document No. 2022119849, O.P.R.W.C.TX., for the northwest corner of said remainder of a called 63.478 acre tract and of the parcel described herein;

THENCE departing the common line of said remainder of a called 63.478 acre tract and said 389.542 acre tract, with the proposed north right-of-way line of said Southeast Loop, over and across said remainder of a called 63.478 acre tract, the following six (6) courses and distances numbered 2 – 7:

- 2) N 76°12'05" E, a distance of 114.58 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 346+82.49,
- 3) N 76°28'25" E, a distance of 479.05 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 235.00 feet left of Southeast Loop E.C.S. 351+61.53,
- 4) N 77°54'20" E, a distance of 200.06 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 353+61.53,

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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January 10, 2023

- 5) N 76°28'25" E, a distance of 269.51 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet left of Southeast Loop E.C.S. 356+31.05,
- 6) N 07°48'09" E, a distance of 214.67 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 429.96 feet left of Southeast Loop E.C.S. 357+09.12, and
- 7) S 82°11'51" E, a distance of 42.26 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 414.59 feet left of Southeast Loop E.C.S. 357+48.49 on the common line of said remainder of a called 63.478 acre tract and of a called 70.731 acre tract of land, described as Tract 1 in a deed to 3349 Business Holdings, recorded in Document No. 2022001628, O.P.R.W.C.TX., as corrected in Document No. 202207155, O.P.R.W.C.TX., for the northeast corner of the parcel described herein;

8) **THENCE** S 07°47'00" W, departing the proposed north right-of-way line of said Southeast Loop, with the common line of said remainder of a called 63.478 acre tract and said 70.731 acre tract, a distance of 724.10 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+85.34 on the proposed south right-of-way line of said Southeast Loop, for the southwest corner of said 70.731 acre tract, same being the northwest corner of a called 72.092 acre tract of land, described in a deed to Hwy 3349 Holdings, LLC, recorded in Document No. 2022040581, O.P.R.W.C.TX., also being the southeast corner of the parcel described herein;

THENCE departing the common line of said remainder of a called 63.478 acre tract and said 70.731 acre tract, with the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 63.478 acre tract, the following five (5) courses and distances numbered 9 – 13:

- 9) S 76°28'25" W, a distance of 43.48 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S. 354+41.87,
- 10) N 07°48'09" E, a distance of 32.21 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 354+53.58,
- 11) S 76°28'25" W, a distance of 877.17 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 230.00 feet right of Southeast Loop E.C.S. 345+76.41, said point being the beginning of a curve to the right,
- 12) With said curve to the right, an arc distance of 62.92 feet, through a delta of 06°22'51", having a radius of 565.00 feet, and a chord which bears S 73°16'59" W, a distance of 62.89 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 233.50 feet right of Southeast Loop E.C.S. 345+13.62, and

EXHIBIT "A"

County: Williamson
Parcel No.: 37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

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January 10, 2023

13) S 76°28'25" W, a distance of 130.56 feet to the **POINT OF BEGINNING**, and containing 12.060 acres (525,347 sq. ft.) of land.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

****Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear
Registered Professional Land Surveyor
No. 6660 – State of Texas

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N76°12'05"E	114.58'
L2	N77°54'20"E	200.06'
L3	N76°28'25"E	269.51'
L4	N07°48'09"E	214.67'
L5	S82°11'51"E	42.26'
L6	S76°28'25"W	43.48'
L7	N07°48'09"E	32.21'
L8	S76°28'25"W	130.56'

EXHIBIT "A"

50' WIDE PIPELINE EASEMENT
DOC. NO. 2022089857
O.P.R.W.C. TX.

EVINS PROPERTIES, LP
CALLED 16,000 AC.
DOC. NO. 2022119849
O.P.R.W.C. TX.

3349 BUSINESS HOLDINGS, LLC
TRACT 1
CALLED 70,731 AC.
DOC. NO. 2022001628
O.P.R.W.C. TX.
CORRECTED IN
DOC. NO. 2022071555
O.P.R.W.C. TX.

WMV HUITO 390 DE LLC
CALLED 389,542 AC.
DOC. NO. 2022029057
O.P.R.W.C. TX.

20' WIDE INGRESS/EGRESS EASEMENT
VOL. 2551, PG. 559
VOL. 1993, PG. 164
VOL. 0, R.W.C. TX.
VOL. 853, PG. 562
D.R.W.C. TX.

SOUTHEAST LOOP
ENGINEER'S CENTERLINE

37 (12.060 AC.)

P.O.B.
**N=10, 163, 489.57
E=3, 187, 021.80
343+83.05
233.50' RT

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°22'51"RT	565.00'	62.92'	62.89'	S73°16'59"W

MASSILLON FARLEY SURVEY
SECTION NO. 25.38
ABSTRACT NO. 2328

CSW HUITO 63, LP.
REMAINDER OF A
CALLED 63,478 AC.
RECORDED OCTOBER 19, 2022
DOCUMENT NO. 2022119847
O.P.R.W.C. TX.

DRAINAGE EASEMENT

CHASE GERLACK NO. 260
SURVEY NO. 26, ABSTRACT

FILE: 0 AUS PROJECTS 1021061125 100 S 03E + 37 PLAT 02 P-37.

PAGE 4 OF 6
REF. FIELD NOTE NO. 49159

EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	12.442 AC. LEFT
				REMAINING	22.882 AC. RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW HUITO 63, LP.
TAX ID: R020548
PARCEL 37
12.060 AC. (525, 347 SQ. FT.)

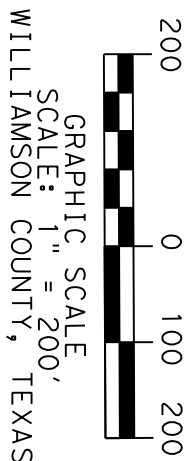


EXHIBIT "A"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. 1-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS.
(WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

2. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 401, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 828, PAGE 130 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. AS AFFECTED BY ASSIGNMENT AND CONVEYANCE RECORDED IN VOLUME 848, PAGE 293, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; FURTHER AFFECTED BY AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED IN DOCUMENT NO. 2017016002, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND FURTHER AFFECTED BY THAT AMENDMENT TO EASEMENT FILED IN DOCUMENT NO. 2022089857, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

4. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 853, PAGE 562 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

5. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 1993, PAGE 164 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

6. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 2551, PAGE 599 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND SEMINOLE PIPELINE COMPANY LLC OF RECORD IN DOCUMENT NO. 2015101676 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND ENTERPRISE CRUDE PIPELINE LLC OF RECORD IN DOCUMENT NO. 2017030079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES AFFECT)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-05-02-9K, AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUTTO AND MARK STEPHEN KRUEGER OF RECORD IN DOCUMENT NO. 2019030448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

10. AN OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 23, 1949 EXECUTED BY LOUIS KRUEGER AND EVA KRUEGER AS LESSOR, TO AND WITH W. M. JARRELL AS LESSEE, AND RECORDED IN VOLUME 362, PAGE 212 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)


11. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS, WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

12. RIGHTS OF PARTIES IN POSSESSION (OWNER'S POLICY ONLY)
13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\sminc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37\PLAT\02\p-37.dgn

PAGE 5 OF 6
REF. FIELD NOTE NO. 49159

EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	12.442 AC.	LEFT
				REMAINING	22.882 AC.	RIGHT



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.
TAX ID: R020548
PARCEL 37
12.060 AC. (525, 347 SQ. FT.)

LEGEND

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◊ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◻ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◐ 1/2" IRON PIPE FOUND UNLESS NOTED
- ◑ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- 1 --- DISTANCE NOT TO SCALE
- 1 --- DEED LINE (COMMON OWNERSHIP)

A

BIGSKY CAPITAL, LTD. (2.863333)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191281
O.P.R.W.C.TX.

BIGSKY CAPITAL, LTD. (30.470)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191282
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(2.863333)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191283
O.P.R.W.C.TX.

SPARROW FIELDS PROPERTIES, LTD.
(30.470)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191284
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(2.863334)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191285
O.P.R.W.C.TX.

CLARENDOR CAPITAL, LTD.
(30.470)
TRACT 5
CALLED 107.22 AC.
DOC. NO. 2021191286
O.P.R.W.C.TX.

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, OF NO. 1-159142, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

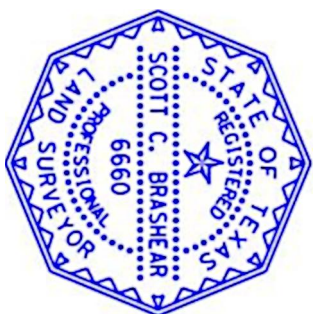
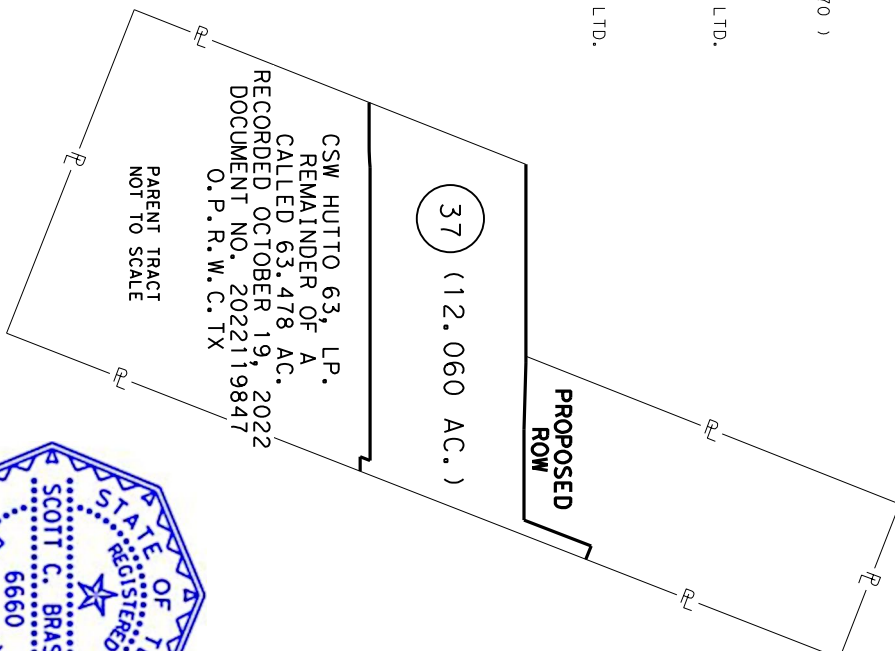
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	12.442 AC.	LEFT
EXISTING	*47.383 AC.	ACQUIRE	12.060 AC.	REMAINING	22.882 AC.	RIGHT

PAGE 6 OF 6
REF. FIELD NOTE NO. 49159

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

1/10/2023

SAM

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78755
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.
TAX ID: R020548
PARCEL 37
12.060 AC. (525, 347 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 1 of 5
January 12, 2023

PROPERTY DESCRIPTION FOR DRAINAGE EASEMENT 37

DESCRIPTION OF A 0.270 ACRE (11,748 SQ. FT.) EASEMENT LOCATED IN THE MASSILLON FARLEY SURVEY, SECTION NO. 25, ABSTRACT NO. 238, WILLIAMSON COUNTY, BEING A PORTION OF A REMAINDER OF A CALLED 63.478 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CSW HUTTO 63, LP, RECORDED OCTOBER 19, 2022 IN DOCUMENT NO. 2022119847, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.270 ACRE (11,748 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a yellow plastic cap stamped "PAPEDAWSON" found 4,466.47 feet right of Southeast Loop Engineer's Centerline Station (E.C.S.) 338+44.48 on the east line of a tract of land, described in a deed to Roy Lessner and Mary Wynette Lessner as Trustees of the Roy Lessner and Mary Wynette Lessner Trust, recorded in Document No. 2018049538, O.P.R.W.C.TX., for the northwest corner of a called 55.847 acre tract of land, described in a deed to Isaac W. Norman, recorded in Volume 2052, Page 828, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the most westerly southwest corner of a called 390.024 acre tract of land, described in a deed to HWY 3349 Holdings, LLC, recorded in Document No. 2022040581, O.P.R.W.C.TX.;

THENCE N 07°47'00" E, with the common line of said Lessner tract and said 390.024 acre tract, a distance of 4,217.57 feet to a calculated point (Surface Coordinates: N=10,163,426.76, E=3,188,059.40) 537.26 feet right of Southeast Loop E.C.S 353+77.19, on the common line of said remainder of a called 63.478 and of a called 72.092 acre tract of land, described in a deed to HWY 3349 Holdings, LLC., recorded in Document No. 2022040581, O.P.R.W.C.TX., for the southeast corner and the **POINT OF BEGINNING** of the easement described herein;

THENCE departing the common line of said 72.092 acre tract and said remainder of a called 63.478 acre tract of land, over and across said remainder of a called 63.478 acre tract, the following two (2) courses and distances numbered 1-2:

- 1) N 82°11'51" W, a distance of 40.60 feet to a calculated point 522.50 feet right of Southeast Loop E.C.S 353+39.37, for the southwest corner of the easement described herein, and
- 2) N 07°48'09" E, a distance of 281.80 feet to a **5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+41.87 on the proposed south right-of-way line of Southeast Loop, for the northwest corner of the easement described herein;

3) **THENCE** N 76°28'25" E, with the proposed south right-of-way line of said Southeast Loop, over and across said remainder of a called 63.478 acre tract, a distance of 43.48 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 260.00 feet right of Southeast Loop E.C.S 354+85.34, for the southwest corner of a called 70.731 acre tract of land, described as Tract 1 in a deed to 3349 Business Holdings, recorded in Document No. 2022001628, O.P.R.W.C.TX., as corrected in Document No. 2022071555, O.P.R.W.C.TX., same being the northwest corner of said 72.092 acre tract, also being the northeast corner of the easement described herein;

EXHIBIT “B”

County: Williamson
Parcel No.: DE-37
Tax ID: R020548
Highway: Southeast Loop
Limits: From: C.R. 137
To: C.R. 404

Page 2 of 5
January 12, 2023

4) **THENCE** S 07°47'00" W, departing the proposed south right-of-way line of said Southeast Loop, with the common line of said 72.092 acre tract and said remainder of a called 63.478 acre tract, a distance of 297.61 feet to the **POINT OF BEGINNING**, and containing 0.270 acres (11,748 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on NAD83/2011/NADV88 Texas Coordinate System, Central Zone. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. All coordinated shown are in surface and may be converted by dividing by the same factor. Project units are in U.S. Survey Feet.

**Unable to set at the time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional surveyor.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300



Scott C. Brashear 1/12/2023
 Scott C. Brashear Date
 Registered Professional Land Surveyor
 No. 6660 – State of Texas

EXHIBIT "B"

MASSILLON FARLEY NO. 238
SURVEY NO. 25. ABSTRACT

CSW HUTTO 63, LP.
REMAINDER OF A
CALLED 63.478 AC.
RECORDED OCTOBER 19, 2022
DOCUMENT NO. 2022119847
O.P.R.W.C. TX

ROY LESSNER AND MARY WYNETTE LESSNER
AS TRUSTEES OF THE ROY AND
MARY WYNETTE LESSNER TRUST
DOC. NO. 2018049538
O.P.R.W.C. TX.

P.O.C.
W/YELLOW PCAP
"PAPEDAWSON"
338+44.48
4,466.47' RT

HWY 3349
HOLDINGS, LLC
REMAINDER OF A
CALLED 390.024 AC.
DOC. NO. 2022040581
O.P.R.W.C. TX.

ISAAC W. NORMAN
CALLED 55.847 AC.
VOL. 2052, PG. 828
O.R.W.C. TX.

CHASE GERLACK NO. 260
SURVEY NO. 26. ABSTRACT

P.O.B.
N=10,163.426.76
E=3,188.059.40
353+77.19
537.26' RT

HWY 3349
HOLDINGS, LLC
CALLED 72.092 AC.
DOC. NO. 2022040581
O.P.R.W.C. TX.

DE-37
(0.270 AC.)

DRAINAGE
EASEMENT

PROPOSED ROW

SOUTHEAST LOOP
ENGINEER'S CENTERLINE
353+00
N76°28'25"E
7,158.10'
355+00

APPROXIMATE LOCATION OF SURVEY LINE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N07°47'00"E	4,217.57'
(L1)	(N07°47'08"E)	(4,440.05')
L2	N82°11'51"W	40.60'
L3	N07°48'09"E	281.80'
L4	N76°28'25"E	43.48'
L5	S07°47'00"W	297.61'

3349 BUSINESS
HOLDINGS, LLC
FRACT 1
CALLED 70.731 AC.
DOC. NO. 2022001628
O.P.R.W.C. TX.

CORRECTED IN
DOC. NO. 2022071555
O.P.R.W.C. TX.

FILE: \\somin\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37.TCE\PLAT\02DE-37.dgn
EXISTING *47.383 AC. ACQUIRE 0.000 AC. REMAINING 47.383 AC. RIGHT

PAGE 3 OF 5
REF. FIELD NOTE NO. 49254

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
CSW HUTTO 63, LP.

TAX ID: R020548

4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

SAI

100 0 50 100



GRAPHIC SCALE

SCALE: 1" = 100'

WILLIAMSON COUNTY, TEXAS

0.270 AC. (11,748 SQ. FT.)

EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. T-159142, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS.
(WE MUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

1. ASSESSMENT OF ROLLBACK OR SUPPLEMENTAL TAXES AGAINST THE LAND, AND ALL INTEREST AND PENALTIES WHICH MAY ACCRUE.

2. AN ELECTRIC DISTRIBUTION LINE EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY AS DESCRIBED IN VOLUME 401, PAGE 539 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

3. A PIPELINE EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY AS DESCRIBED IN VOLUME 828, PAGE 130 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY ASSIGNMENT AND CONVEYANCE RECORDED IN VOLUME 848, PAGE 293, DEED RECORDS, WILLIAMSON COUNTY, TEXAS; FURTHER AFFECTED BY AMENDMENT TO RIGHT OF WAY AGREEMENT RECORDED IN DOCUMENT NO. 2017016002, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; AND FURTHER AFFECTED BY THAT AMENDMENT TO EASEMENT FILED IN DOCUMENT NO. 2022089857, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

4. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 853, PAGE 562 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

5. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 1993, PAGE 164 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

6. AN INGRESS AND/OR EGRESS EASEMENT AS DESCRIBED IN VOLUME 2551, PAGE 559 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

7. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND SEMINOLE PIPELINE COMPANY LLC OF RECORD IN DOCUMENT NO. 2019101616 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

8. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN PERMANENT EASEMENT AGREEMENT BY AND BETWEEN MARK STEPHEN KRUEGER AND ENTERPRISE CRUDE PIPELINE LLC OF RECORD IN DOCUMENT NO. 2017030079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (DOES NOT AFFECT)

9. ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN RESOLUTION NO. R-19-05-02-9K, AUTHORIZING THE EXECUTION OF AN ANNEXATION DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HUITO AND MARK STEPHEN KRUEGER IN DOCUMENT NO. 2019050448 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

10. AN OIL, GAS, AND MINERAL LEASE DATED FEBRUARY 23, 1949 EXECUTED BY LOUIS KRUEGER AND EVA KRUEGER AS LESSOR, TO AND WITH W. M. JARRELL AS LESSEE, AND RECORDED IN VOLUME 362, PAGE 212 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS. TITLE TO SAID INTEREST HAS NOT BEEN RESEARCHED SUBSEQUENT TO THE DATE OF THE ABOVE REFERENCED INSTRUMENT AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (BLANKET IN NATURE, SUBJECT TO, IF APPLICABLE)

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12. RIGHTS OF PARTIES IN POSSESSION (OWNERS POLICY ONLY)
13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY)

FILE: \\somin\inc\AUS\PROJECTS\1021061125\100\Survey\03Exhibits\37.TCE\PLAT102\DE-37.dgn

PAGE 4 OF 5
REF. FIELD NOTE NO. 49254

EXISTING	*47.383 AC.	ACQUIRE	0.000 AC.	REMAINING	47.383 AC.	RIGHT
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4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
CSW HUITO 63, LP.
TAX ID: R020548
DE-37

0.270 AC. (11,748 SQ. FT.)

LEGEND

EXHIBIT "B"

- 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
- 1/2" IRON ROD FOUND UNLESS NOTED
- ◻ FENCE POST (TYPE NOTED)
- TYPE I CONCRETE MONUMENT FOUND
- ◼ TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
- ◐ 1/2" IRON PIPE FOUND UNLESS NOTED
- ◑ 80D NAIL FOUND
- ⊕ MAGNAIL FOUND
- ⊗ SPINDLE FOUND
- ✕ RAILROAD TIE
- △ CALCULATED POINT
- ℙ PROPERTY LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- N.T.S. NOT TO SCALE
- D.R.W.C.TX. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.R.W.C.TX. OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- DISTANCE NOT TO SCALE
- - - DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM. CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. T-159142, EFFECTIVE DATE DECEMBER 21, 2022, AND ISSUED DATE JANUARY 4, 2023. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SOUTHEAST LOOP ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM JOHNSON, MIRAMIRAN & THOMPSON, INC. SCHEMATIC RECEIVED BY SAM, LLC. IN OCTOBER, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

**UNABLE TO SET AT THE TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

FILE: \\sami\c\AUS\PROJECTS\1021061125\100\Survey\03Exhibit\37.TCE\PLAT\02\DE-37.dgn

EXISTING

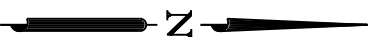
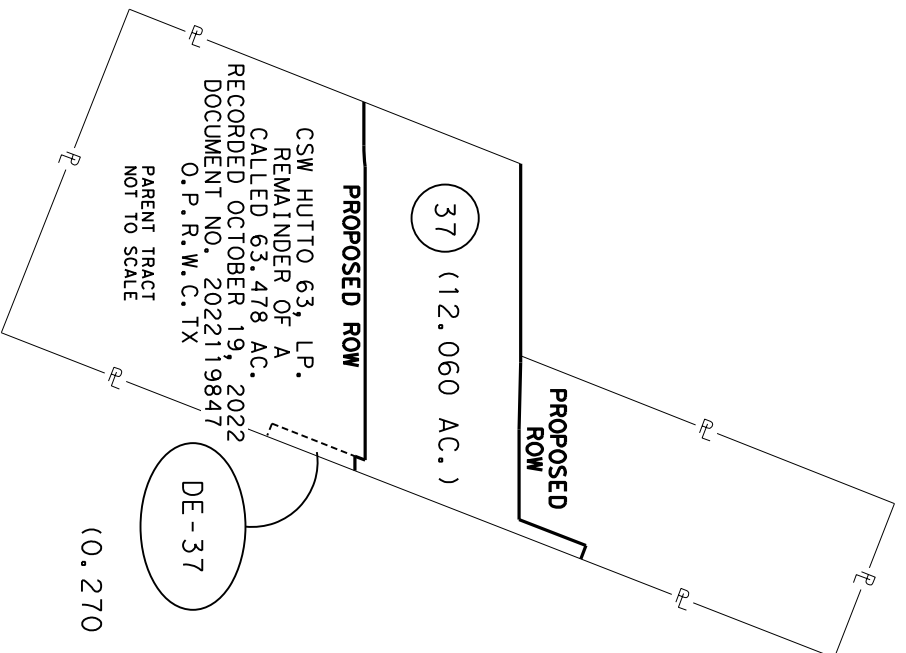
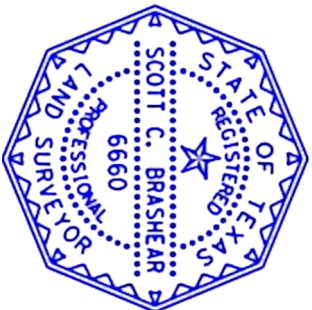
*47.383 AC.

ACQUIRE

0.000 AC.

REMAINING

47.383 AC. RIGHT



SAMI

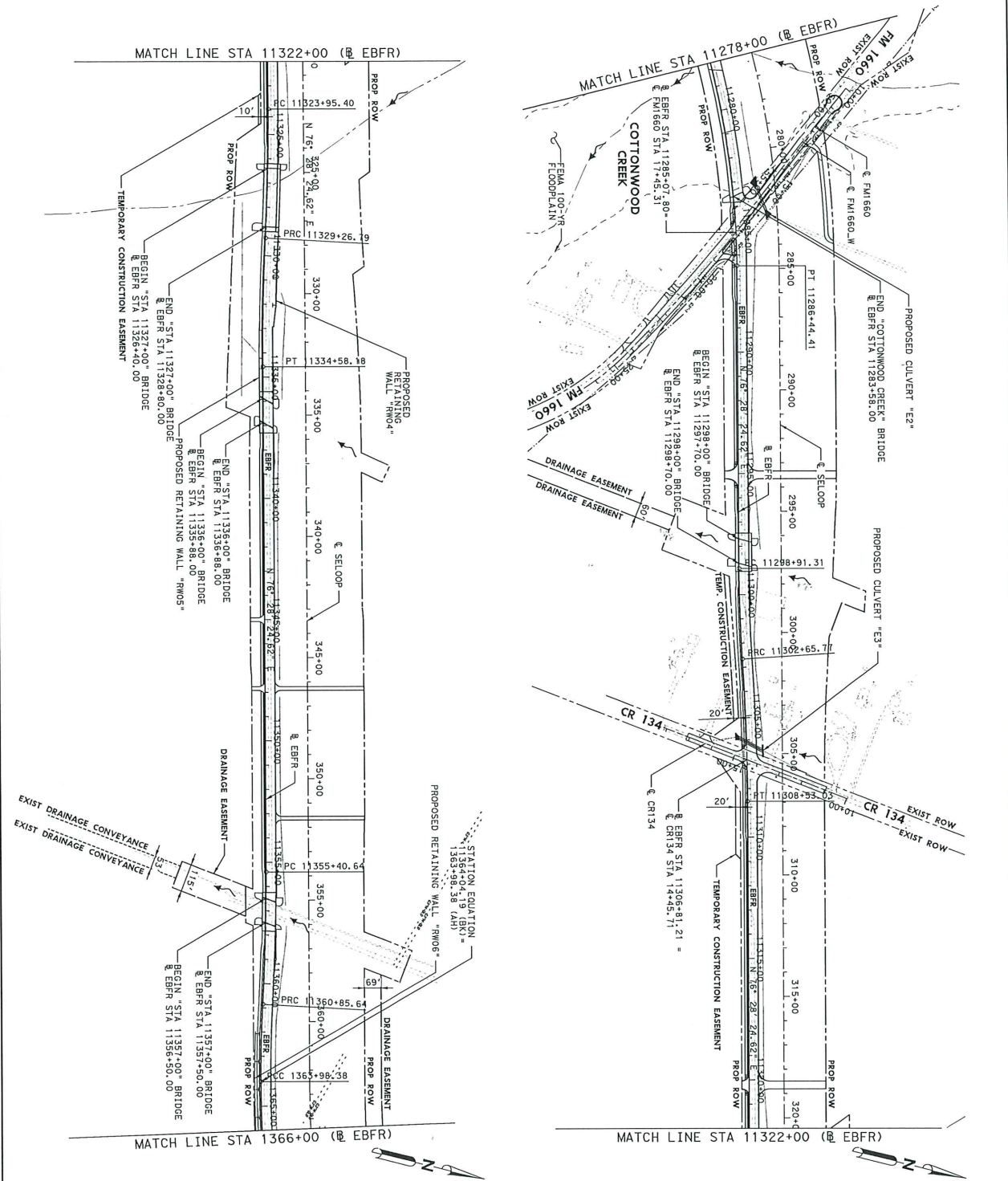
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
FAX: (512) 326-3029
Texas Firm Registration No. 10064300

DRAINAGE EASEMENT SKETCH
SHOWING PROPERTY OF
CSW HUTO 63, LP.
TAX ID: R020548
DE-37
0.270 AC. (11,748 SQ. FT.)

EXHIBIT "C"

DRAWING DATE: 6/30/2024

FILENAME: pw:\jmt-pw.bentley.com\jmt-pw-01\Documents\Projects\2016\16-1813\16-1813-005\Design\4 - Design\Plan Set\1. General\Project Layouts\SELOOP_SEG2_PH1_S_PRJ_LYT_02.dgn

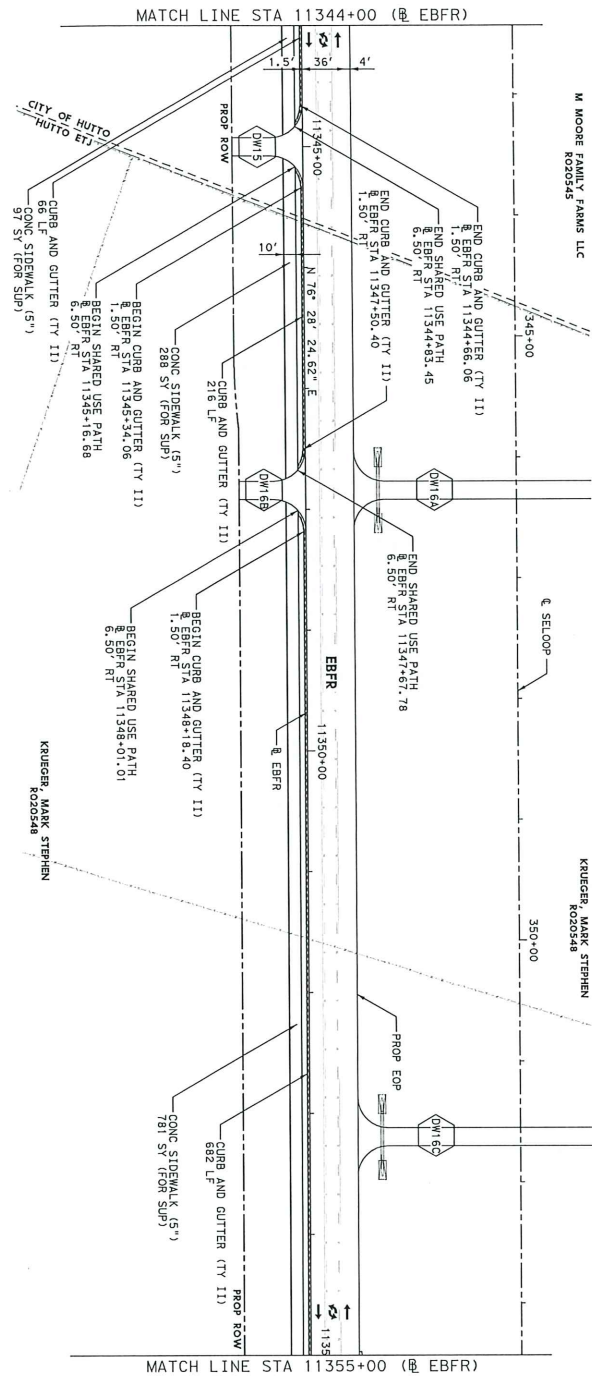
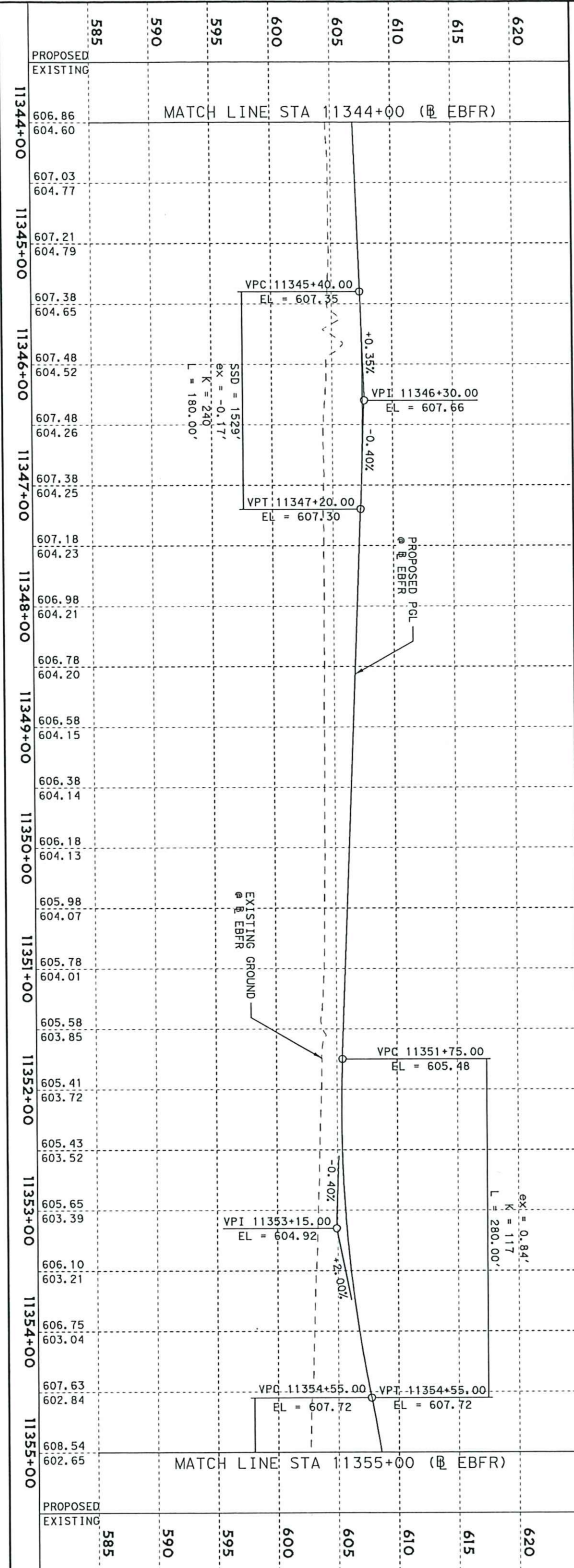


WILCO TYPE FROM REG. NO. 7-10241		WILCO PROJECT LAYOUT EAST WILCO HWY SEG 2 PH 1 STA 11278+00 TO STA 1366+00	
SCALE: 1" = 400'	DATE: 6/30/2024	SHEET 2 OF 3	PROJECT NO. 16-1813-005
DESIGNED BY: JMT	CHECKED BY: JMT	STATE: TEXAS	COUNTY: WILLIAMSON
DATE: 6/30/2024	DATE: 6/30/2024	SECTION: 208	6

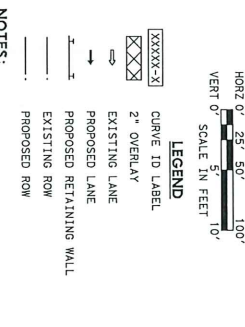


- NOTES:**
1. REFER TO SURVEY CONTROL DATA SHEETS FOR PROJECT CONTROL POINT LOCATIONS AND H/V CONTROL REFERENCE.
 2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR MORE INFORMATION.
 3. COUNTY LINES AND CITY LIMITS SHOWN ON THE PROJECT LAYOUTS, AND ELSEWHERE IN THE PLANS, ARE APPROXIMATE AND ARE BASED ON OPEN DATA TAKEN FROM TRAVIS AND WILLIAMSON COUNTY'S GIS WEBSITES.





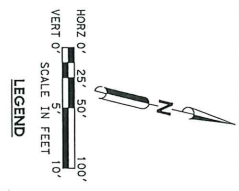
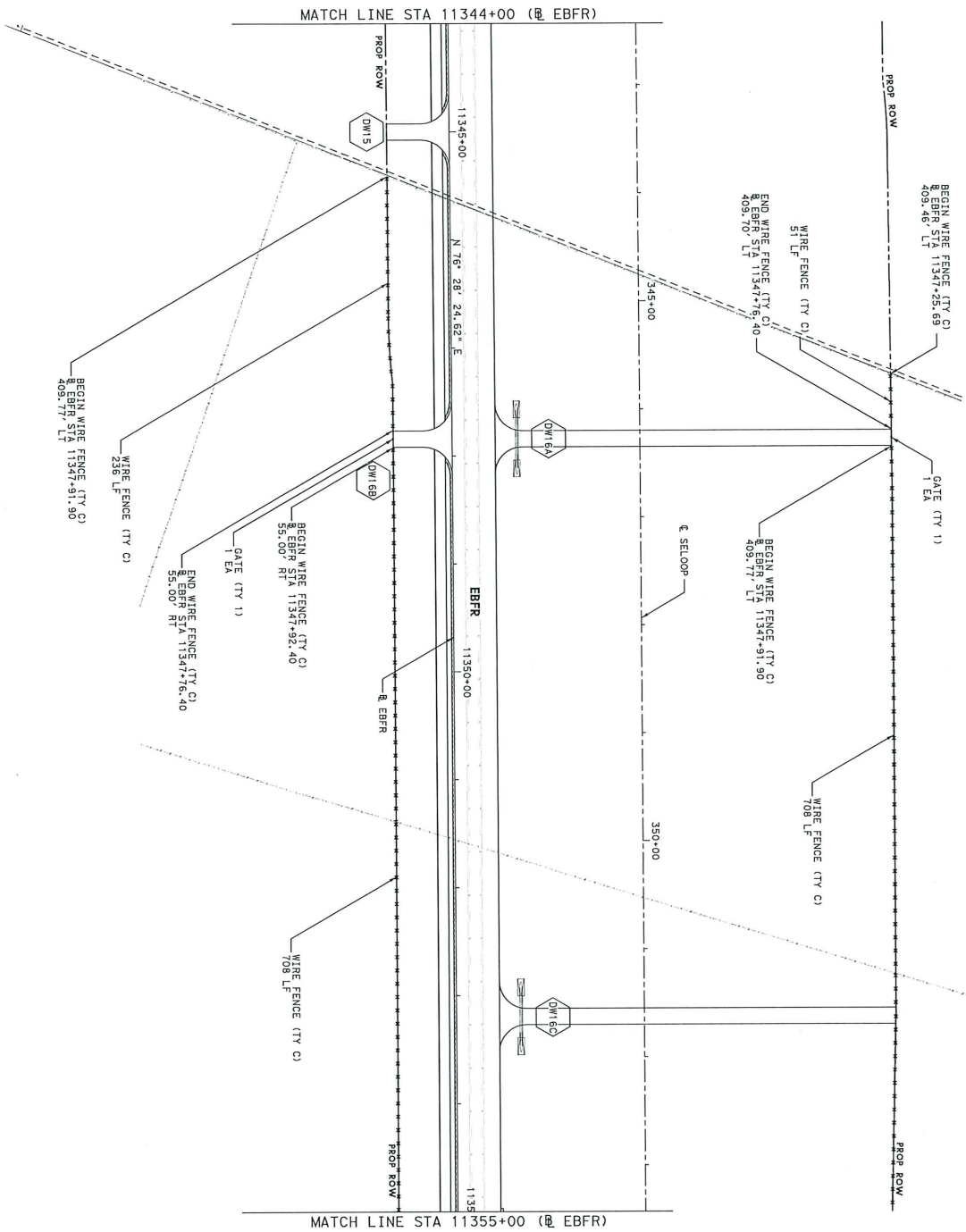
- NOTES:**
1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS NOTED OTHERWISE.
 2. REFER TO HORIZONTAL ALIGNMENT DATA SHEETS FOR CURVE DATA AND ALIGNMENT INFORMATION.
 3. REFER TO SUPERELEVATION TRANSITION SUMMARY FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 4. REFER TO APPLICABLE PLAN AND PROFILE SHEETS FOR ADDITIONAL INFORMATION REGARDING RETAINING WALLS.
 5. REFER TO RETAINING WALL LAYOUTS, REMOVAL, DRAINAGE LAYOUTS FOR ADDITIONAL INFORMATION.
 6. THE CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.



EAST WILCO HWY SEG 2 PH 1
 EASTBOUND FRONTAGE ROAD
 ROADWAY PLAN & PROFILE
 STA 11344+00 TO STA 11355+00



SCALE: 1" = 100' H, 1" = 10' V	SHEET 15 OF 23
DATE: 6/30/2024	DESIGNED BY: JMT
CHECKED BY: JMT	DRAWN BY: JMT
APPROVED BY: JMT	DATE: 6/30/2024
PROJECT NO.: 16-1813-005	PROJECT NAME: EAST WILCO HWY SEG 2 PH 1
CITY: TEXAS	COUNTY: WILKINSON
SECTION: 218	

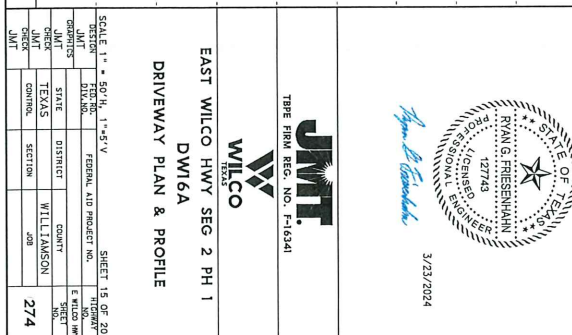
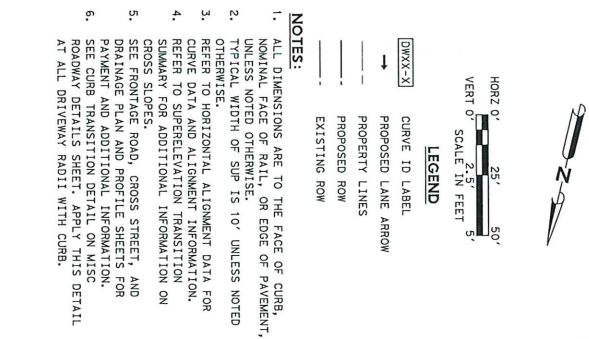


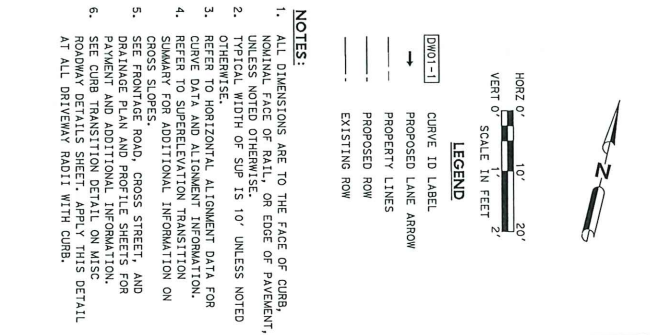
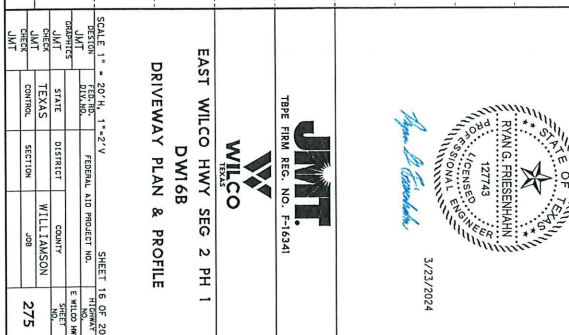
- NOTES:**
1. THE CONTRACTOR SHALL PLACE THE FENCE ON THE PROPOSED ROW LINE, WHERE SHOWN IN THE PLANS.
 2. PRIOR TO FENCE PLACEMENT THE CONTRACTOR SHALL STAKE THE PROPOSED ROW LINE AND RECEIVE APPROVAL OF THE PROPOSED FENCE ALIGNMENT.
 3. THE CONTRACTOR SHALL OBTAIN THE PROPOSED ROW DOCUMENTS FROM THE COUNTY.
 4. PAYMENT FOR ROW STAKING IS SUBSIDIARY TO FENCING.

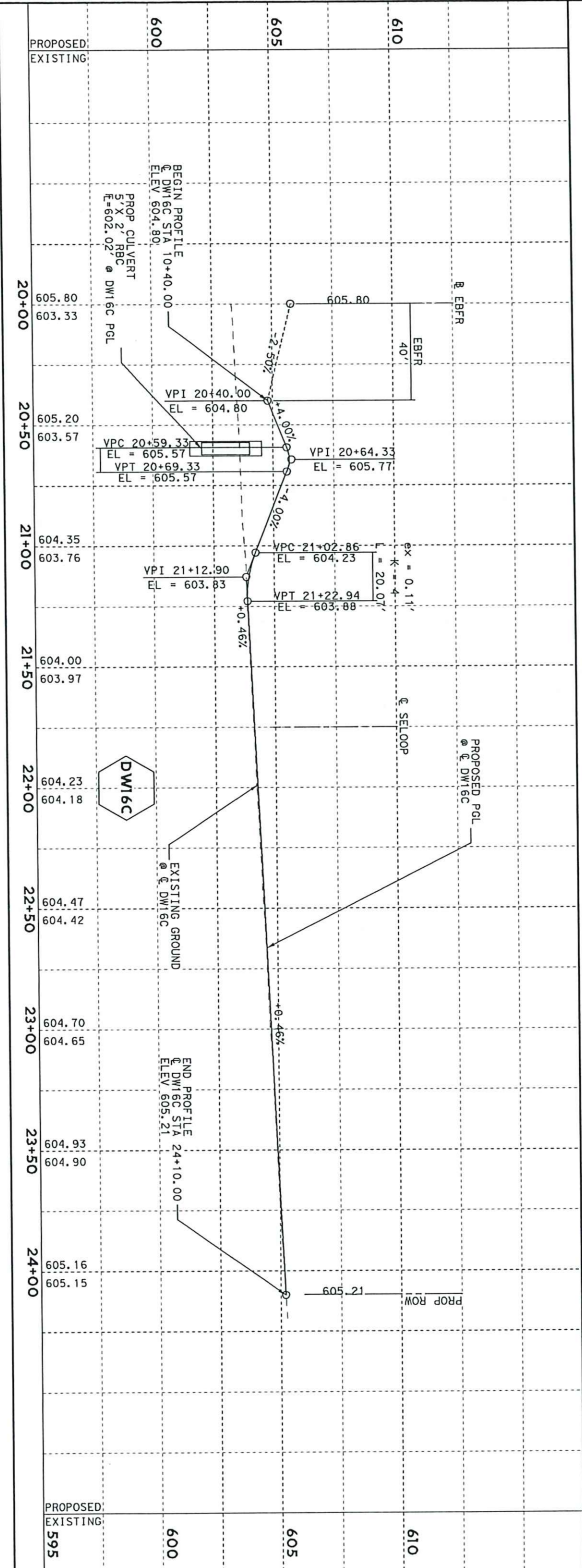


6/20/2024

JMT		TYPE FIRM REG. NO. F-16241	
WILCO			
EAST WILCO HWY SEG 2 PH 1 EASTBOUND FRONTAGE ROAD FENCE LAYOUT			
STA 11344+00 TO STA 11355+00			
SCALE: 1" = 100'	DESIGNER: JMT	CHECKER: JMT	SHEET 19 OF 21
DRAWN BY: JMT	STATE: TEXAS	DISTRICT: WILLIAMSON	NO. 249
DATE: 6/20/2024	CONTROL: SECTION	JOB	





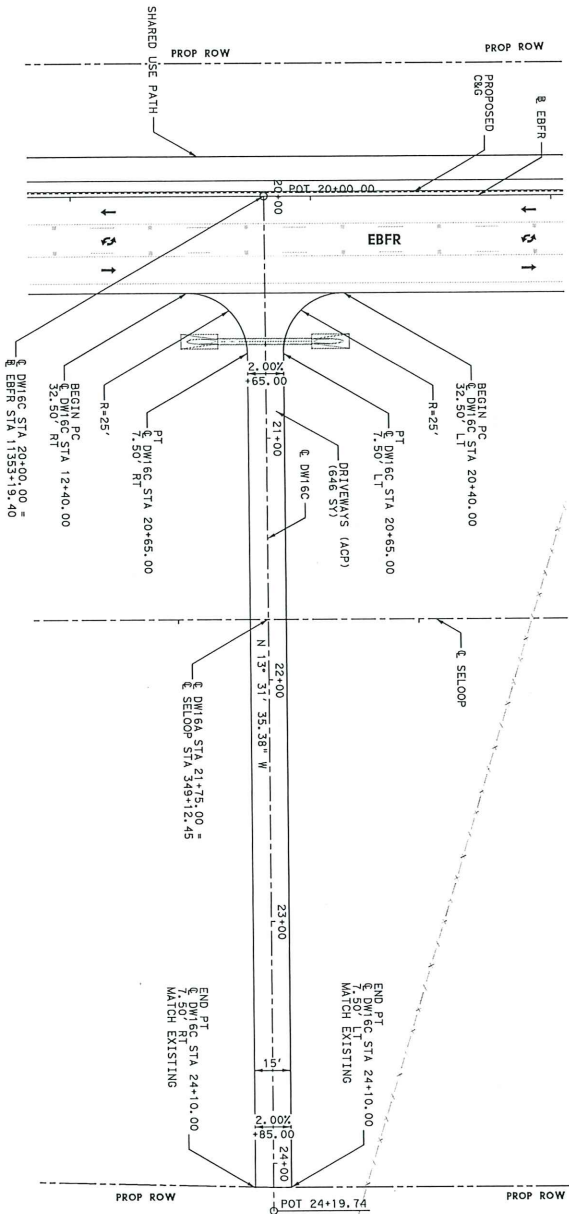


SCALE: 1" = 50' H, 1" = 5' V		SHEET 164 OF 210	
DESIGN	FILE NO.	FEDERAL AID PROJECT NO.	ALTERNATE
JMT	16-1813	16-1813-005	1
CHECK	STATE	DISTRICT	COUNTY
JMT	TEXAS	11	WILLIAMSON
JMT	CONTRACT	SECTION	JOB
JMT			275A

EAST WILCO HWY SEG 2 PH 1
 DW16C
 DRIVEWAY PLAN & PROFILE



7/9/2024



- NOTES:**
- ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE.
 - TYPICAL WIDTH OF SUP IS 10' UNLESS NOTED OTHERWISE.
 - REFER TO HORIZONTAL ALIGNMENT DATA FOR CURVE DATA AND ALIGNMENT INFORMATION.
 - REFER TO SUPERELEVATION INFORMATION SUMMARY FOR ADDITIONAL INFORMATION ON CROSS SLOPES.
 - DESIGN ROAD CROSS STREET, AND DRIVEWAY PLAN AND PROFILE SHEETS FOR PAYMENT AND ADDITIONAL INFORMATION. SEE CURB TRANSITION DETAIL ON MISC. ROADWAY DETAILS SHEET. APPLY THIS DETAIL AT ALL DRIVEWAY RADI WITH CURB.

- LEGEND**
- DW16C-X CURVE ID LABEL
 - PROPOSED LANE ARROW
 - PROPERTY LINES
 - PROPOSED ROW
 - EXISTING ROW

HORIZ. 0" = 25'
 VERT. 0" = 5'
 SCALE IN FEET



EXHIBIT "D"

Parcel 37

DEED

Southeast Loop (Segment 2) Right of Way

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **CSW HUTTO 63, LP**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 12.060 acre (525,347 square foot) tract of land in the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 37)**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

CSW HUTTO 63, LP

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____,
2024 by _____, in the capacity and for the purposes and consideration
recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "E"

DRAINAGE EASEMENT

Southeast Loop (Segment 2)

THE STATE OF TEXAS

'

'

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

'

That **CSW HUTTO 63, LP**, their successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by **WILLIAMSON COUNTY, TEXAS**, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

All of that certain 0.270 acre (11,748 square foot) tract of land, more or less, being out of the Massillon Farley Survey, Section No. 25, Abstract No. 238, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 37DE**).

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

CSW HUTTO 63, LP

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by _____, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**53.****Meeting Date:** 08/13/2024

2024-2025 Budget Workshop

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

Information**Agenda Item**

FY25 Budget Workshop - Discuss, consider and take appropriate action on the Budget Officer's 2024-2025 recommended budget.

Background

Fiscal Impact

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

Attachments

FY25 Preliminary Proposed Budget

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 11:55 AM

Started On: 07/22/2024 01:06 PM

2024 - 2025 GENERAL FUND PRELIMINARY PROPOSED BUDGET

General Fund Budget Office Recommendations \$ 336,843,764

SUBTOTAL \$ 336,843,764

SPONSORED ITEMS 8/13/2024		SPONSOR
401 Commissioners Court / Remove Project Manager Position	\$ (175,000.00)	Judge Gravell
409 Non Departmental / Add to Death Inquest Set Aside of \$250K	\$ 175,000.00	Judge Gravell
0583 Emergency Services / Add Vehicle for Emergency Services Senior Director	\$ 102,410	Judge Gravell
560 Sheriff's Office / FY24 Upfitting Carryover	\$ 535,502	Judge Gravell
409 Add Air Quality Monitors / Clean Air Coalition	\$ 38,346	Commissioner Cook
JP Death Investigators (4 x \$155,414)	\$ 621,656	Commissioner Cook
Veterans Services Office	\$ -	Commissioner Covey
Associate Judge / Magistrate	\$ -	Commissioner Covey

SUBTOTAL \$ 1,297,914 \$ -

SPONSORED ITEMS 8/20/2024	SPONSOR
----------------------------------	----------------

SUBTOTAL \$ - \$ -

GRAND TOTAL \$ 336,843,764

2024 - 2025 ROAD AND BRIDGE FUND PRELIMINARY PROPOSED BUDGET

Road & Bridge Fund Budget Office Recommendations \$ 70,568,324

SUBTOTAL \$ 70,568,324

SPONSORED ITEMS 8/13/2024		SPONSOR
Division Director, Road & Bridge B.49 \$168,081.97	\$ 232,656.68	Commissioner Boles
Division Director, Transportation & Road Bond B.49 \$168,081.97	\$ 230,293.68	Commissioner Boles
Remove Vacant Position Reclass PCN 1967	\$ (70,261.75)	Commissioner Boles
Professional Services / Flood Plain Update Activities	\$ 4,000,000.00	Commissioner Boles
CIP Request: P643 Personnel Building Expansion	\$ 1,102,000.00	
CIP Request: Sand Storage Building	\$ 1,750,000.00	
CIP Request: Round Rock Well Repair	\$ 75,000.00	
CIP Request: NE Inner Loop Yard Electricity, Security Lighting, Gates, & Cameras	\$ 800,000.00	
CIP Request: NE Inner Loop Yard Fencing	\$ 190,000.00	
CIP Request: Three-Sided Equipment Storage Shed	\$ 170,000.00	

SUBTOTAL \$ 8,479,688.61 \$ -

GRAND TOTAL \$ 70,568,324

2024 - 2025 DEBT SERVICE FUND PRELIMINARY PROPOSED BUDGET

Debt Service Fund Budget Office Recommendations \$ 200,753,135

TOTAL \$ 200,753,135

SPONSORED ITEMS 8/13/2024		SPONSOR
----------------------------------	--	----------------

SUBTOTAL \$ -

GRAND TOTAL \$ 200,753,135

GENERAL FUND, ROAD & BRIDGE FUND and DEBT SERVICE FUND TOTAL **\$ 608,165,223**

Commissioners Court - Regular Session

54.

Meeting Date: 08/13/2024

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

A. Real Estate Owned by Third Parties

Preliminary discussions relating to 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.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717

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

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 09:40 AM
Started On: 08/07/2024 02:33 PM

Commissioners Court - Regular Session**55.****Meeting Date:** 08/13/2024

Economic Development

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Executive Session

Information**Agenda Item**

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

- a) Project Skyfall
- b) Project SoulBrain
- c) Project School Bus
- d) Project Lunch Lady

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/08/2024

Reviewed By

Becky Pruitt

Date

08/08/2024 09:40 AM

Started On: 08/07/2024 02:33 PM