NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
September 10, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

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 – 61)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0409.004100	Non-Departmental/Prof. Svcs.	$44,000.00
TO	0100.0452.004190	JP#2/Autopsies	$38,000.00
TO	0100.0452.004192	JP#2/Autopsy Transportation	$6,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004132	Criminal Cases -Crt. Appt. Att	$55,000.00
To	0100.0435.004163	Non-Cust. Mo. Ct. Appt. Atty.	$15,000.00

To	0100.0435.004166	Non-Cust. Fa. Ct. Appt. Atty.	$40,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003010	Computer Equipment	$2,920.60
To	0100.0475.003901	Publication, Book, Periodical	$2,920.60
From	0100.0475.004902	Co Atty Leg Supp	$2,604.00
To	0100.0475.004510	Facility Repairs	$2,604.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.004100	Professional Services	$20,000.00
To	0100.0440.004232	Training/Conference	$20,000.00

7. 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	0100.0451.004999	Miscellaneous	$500.00
From	0100.0451.003901	Publications/Books	$245.00
To	0100.0451.004100	Professional Services	$745.00

8. Discuss, consider, and take appropriate action on a line item transfer for JP2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0452.003100	Office Supplies	$2,000.00
To	0100.0452.004212	Postage	$2,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$2,000.00
From	0100.0453.004192	Transportation/Autopsies	$1,800.00
To	0100.0453.004212	Postage	$3,800.00

10. Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004505	Software Maintenance	$2,580.00
From	0545.0545.004621	Copier Rental Supplies	$1,200.00
From	0545.0545.004962	Janitorial Contract Services	$1,620.00
To	0545.0545.004810	Landscaping Contract	$5,400.00

11. Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004100	Professional Services	$7,257.00
To	0100.0541.003107	Medical Equipment	$7,257.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.001100	F/T Salaries	$90,000.00
To	0100.0581.001110	O/T Salaries	$90,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003005	Office Furniture < $5,000	$2,500.00
To	0100.0540.003301	Gasoline	$2,500.00

14. Discuss, consider and take appropriate action on a line-item transfers for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	$450.00
To	0100.0576.003101	Education Materials	$450.00
From	0100.0576.003005	Office Furniture	$3,000.00
To	0100.0576.003006	Office Equipment	$3,000.00
From	0100.0576.003011	Computer Software	$10,765.00
To	0100.0576.001107	Temp Seasonal Labor	$10,000.00
To	0100.0576.002010	FICA	$765.00
From	0100.0576.004106	Counseling Services	$3,711.00
To	0100.0576.001110	Overtime	$3,000.00
To	0100.0576.002010	FICA	$229.50
To	0100.0576.002020	Retirement	$481.50

15. Discuss, consider and take appropriate action on line item transfers for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-004100	Professional Services	$3,000.00
FROM	0100-0510-004415	Insurance Deductible	$3,000.00
FROM	0100-0510-004509	Facility Enhancements	$4,500.00
FROM	0100-0510-004510	Facility Repairs	$3,500.00
FROM	0100-0510-004542	Grounds Maintenance	$3,900.00
FROM	0100-0510-004620	Furniture & Equipment Rental	$1,300.00
FROM	0100-0510-005711	Heavy Equipment > $5,000	$13,293.00
TO	0100-0510-003001	Small Tools & Equipment < $5k	$4,500.00
TO	0100-0510-004541	Vehicle Repairs & Maintenance	$10,200.00
TO	0100-0510-004543	Repairs to Equipment	$3,000.00
TO	0100-0510-003006	Office Equipment < $5k	$3,885.50
TO	0100-0510-005700	Vehicles > $5k	$10,907.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005741	Computer Software > $5k	$2,010.00
TO:	0100.0560.003011	Computer Software < $5k	$2,010.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.001105	LE Salaries	$150,000.00
TO:	0100.0560.001110	Overtime	$150,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005003	Equipment > $5000	$900.00
From	0100.0570.003008	LE Equipment	$2,500.00
From	0100.0570.003311	Uniforms	$1,500.00
To	0100.0570.003001	Small Equip & Tools	$4,900.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Contracts	$5,000.00
To	0100.0509.004620	Equipment Rentals	$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$2,759.28
To	0100.0509.003005	Office Furniture < $5,000	$2,759.28

21. Discuss, consider, and take appropriate action on a Line Item Transfer for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires,Tubes	$25,000.00
From	0882.0882.003303	Oil, Grease	$12,500.00
To	0882.0882.003523	Parts	$37,500.00

22. Discuss, consider and take appropriate action on a line item transfer for On Site Sewage Facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0661.004924	MS4 Training/Compliance	$800.00
To	0100.0661.004541	Vehicle Repairs and Maint.	$800.00

23. Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 09/04/2024 for the Williamson County Tax Assessor/Collector.

24. Discuss, take appropriate action, and note in the official minutes the new B, EX, C, and L pay charts, effective October 2024.

25. Discuss, consider and take appropriate action on the Associate Judge career ladder previously discussed in Commissioners Court on August 27, 2024.

26. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 08.01.24 through 08.30.24.

27. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 08/01/2024 - 08/31/2024.

28. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 08.01.24 - 08.30.24.

29. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.

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

31. Discuss, consider and take appropriate action on an Event Agreement between Staccato Ranch Texas, LLC and Williamson County relating to a meeting of Williamson County Elected Officials and Department Directors that is to be conducted on September 13, 2024.

32. Discuss, consider, and take any appropriate action designating Tuesdays of each month during FY 2025 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 S. Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

33. Discuss, consider and take appropriate action on the agreement between Williamson County and Social News Desk for a social media management tool for Public Affairs in FY25.

34. Discuss, consider, and take appropriate action on Consent to Contract Assignment between Virgin Pulse, Inc (the Assignor), and Personify Health. Inc. (the Assignee) relating to the Wellness Program Application, and authorizing the execution of the Consent to Assignment.

35. Discuss, consider, and take appropriate action on authorizing the extension of contract #202191, for the wellness program application with Personify Health, Inc. (f/k/a Virgin Pulse, Inc.), with a price increase per the attached documentation and spreadsheet for the term of 01/01/2025 – 07/08/2026.

36. Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) #2024278 with the Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines, in the amount of $10,158.50, and authorizing the execution of the agreement.

37. Discuss, consider, and take appropriate action on approving the Petszel Software Service Agreement #2024260 between Williamson County and Petszel LLC for Petszel's personalized pet care platform software and authorizing the execution of the agreement.

38. Discuss, consider, and take appropriate action on approving the Contract for Services #2024273 with Falkenberg Construction Co., Inc. for Shaded Fuel Break at Southwest Williamson County Regional Park for Parks and Recreation in the amount of $17,346.30 pursuant to BuyBoard Contract #728-24, and authorize execution of this agreement.

39. Discuss, consider and take appropriate action on approving the service request between Williamson County's IT department and Presidio Networked Solutions Group LLC for Windows Defender in the amount of $24,275.00, as per BuyBoard contract #661-22, and authorizing the execution of the service request.

40. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Taylor Rodeo Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Security/Traffic control for Taylor Rodeo events at the Williamson County Expo Center)

41. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Sonterra Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

42. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between The Ranch at Cypress Creek Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

43. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Vista Oaks Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

44. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Paloma Lake Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

45. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Fern Bluff MUD, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

46. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Parkside at Mayfield Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

47. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Highlands at Mayfield Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

48. Discuss, consider and take appropriate action on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Brushy Creek Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

49. Discuss, consider and take appropriate action on approving the agreement #2024277 between Del Carmen Consulting, LLC and Williamson County for the Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $32,000.00, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4)., and authorizing execution of the agreement.

50. Discuss, consider, and take appropriate action on approving the service agreement between Williamson County and TEK84, Inc. for the TEK84 Intercept Whole Body Scanner, in the amount of $10,900 and authorizing the execution of the agreement.

51. Discuss, consider, and take appropriate action on approving purchase #2024286 for One (1) 2024 Transit-350 Cargo RWD High Roof HD Ext Van 148" WB DRW Base (U8X) in the amount of $62,717.00 from Mac Haik Ford pursuant to BuyBoard contract #724-23.

52. Discuss, consider and take appropriate action on approving the service contract #2024289 between Williamson County's Sheriffs Office and Cason Michael Gore for Impoundment and Disposition of Estrays pursuant to Texas Agriculture Code §142.001, in the not-to-exceed amount of $9,000, and authorizing the execution of the agreement.

53. Discuss, consider, and take appropriate action on authorizing the purchase and Master Service Agreement (MSA) #2024285 between SCCi and Williamson County for Asbestos Consulting Services for the Health Department Building and Historic Jail located at 102 w. 3rd and 312 S. Main Street, Georgetown, TX 78626, in the amount of Twenty-Three Thousand One Hundred Thirty-Nine Dollars and Forty Cents ($23,139.40), pursuant to TIPS contract 200601 and execution of the agreement. Funding source is P610.

54. Discuss, consider, and take appropriate action on ratifying the Purchase Order #187123 and agreement Knight Restoration for emergency repairs to prevent water damage at 355 Texas Ave, Round Rock, TX, in the amount of $47,800.00, exempting this purchase from competitive bidding requirements per Texas Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property].

55. Discuss, consider and take appropriate action on approving the agreement #2024272 for the purchase of bulk water through a fire hydrant meter between Manville Water Supply Corporation and Williamson County for CR 460 per the attached quote and execution of the agreement.

56. Discuss, consider, and take appropriate action on approving the Williamson County Addendum #2024271 for Gaston & Sheehan Auctioneers for disposal of county vehicles and vehicle equipment through auction, as per BuyBoard contract #708-23, and authorizing the execution of the agreement.

57. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Crack Seal Services, under IFB #24IFB72.

58. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $7,500.00 to expire on September 30, 2025 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024 for River Ranch Boundary Survey. Funding source: 01.0100.3107.004100.

59. Discuss, consider and take appropriate action on approval for the Preliminary plat for the Spoonts Ranch subdivision – Pct 2

60. Discuss, consider and take appropriate action on approval for the replat of the Firefly Pointe Phase 1 subdivision – Precinct 4.

61. Discuss, consider and take appropriate action on approval for the Final plat for the Scofield Farms Phase 1 subdivision – Pct 4

REGULAR AGENDA

62. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Jerri Crabtrey) 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.

63. Discuss, consider, and take appropriate action on recognizing the Williamson County Technology Services 2024 Award Winners.

64. Discuss, consider, and take appropriate action on an update from Williamson County Technology Services

65. Discuss, consider, and take appropriate action on approving a proclamation declaring the month of September 2024 as "National Preparedness Month".

66. Discuss, consider, and take appropriate action on a resolution naming the month of September as Prostate Cancer Awareness Month.

67. Discuss, consider, and take appropriate action on a proclamation naming the month of September as "Suicide Prevention Month" and encouraging all to seek mental health treatment as needed.

68. Discuss and take appropriate action on the Community Development Block Grant 2024-2028 Consolidated Plan and the 2024 Annual Action Plan.

69. Discuss, consider and take appropriate action regarding “Order Authorizing the Defeasance and Redemption of Certain of the County’s Outstanding Unlimited Tax Road Bonds, Series 2015 and Combination Tax and Revenue Certificates of Obligation, Series 2015”

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

71. Discuss, consider and take appropriate action on an exception to policy for position changes for the Auditor's Office.

72. Discuss, consider and take appropriate action on changes to the Employee Policy Manual for Fiscal Year 2025.

73. Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'25 adopted budget approved by the Commissioners' Court on August 27, 2024.

74. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

75. Discuss, consider, and take appropriate action approving the issuance of a Notice of General Election and approving the proposed Election Day Polling Locations for November 5, 2024.

76. Discuss, consider and take appropriate action on approving contract #2024274 for Additional Software Licenses between Williamson County and Tenex Software Solutions, Inc., not to exceed $159,900 for initial term and authorizing the execution of the Agreement and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment and authorizing the execution of the contract.

77. Discuss, consider and take appropriate action on approving a thirty-nine (39) month agreement #2024280 between Williamson County and FreeIt Data Solutions Inc. to provide the Williamson County IT Department with annual maintenance of the Varonis Software, not to exceed $479,471.12, with first (1) year in the amount of $184,411.96 per the terms of Contract #DIR-CPO-4863, and authorizing the execution of the agreement.

78. Receive and acknowledge approval of Change Order No. 02 from Texas AirSystems, LLC for the Jail South Boiler Renovation Project in the amount of $30,019, which was approved by Williamson County Facilities Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

79. Discuss, consider, and take appropriate action on an Agreement for Geotechnical Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the Expo Gattis Pavilion - New Water Tank.

80. Receive and acknowledge approval of Change Order No. 01 from Aggieland Construction for the Expo - New Water Storage Tank Project in the amount of $9,795.00, which was approved by Williamson County Facilities Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

81. Discuss, consider, and take appropriate action on authorizing the extension of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, renewal term #1, for the same terms and conditions as the existing contract with Vendor, Allied Electric Services, Inc., for the 12-month term beginning October 1, 2024 through September 30, 2025.

82. Discuss, consider, and take appropriate action on authorizing the renewal of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, renewal term #1, for the same terms and conditions as the existing contract with Vendor Doyle Electric LLC, for a 12-month term beginning October 1, 2024 through September 30, 2025.

83. Discuss, consider and take appropriate action on approving purchase of two (2) ½ ton PPV pick-up trucks for a total of $113,156.25 from Lake Country Chevrolet for Hazmat and Sheriff's Office through TIPS cooperative contract #210907 and issuance of purchase order.

84. Discuss, consider, and take appropriate action on Consent to Contract Assignment for Bland Construction LP (the Assignor) and Joe Bland Construction LLC (the Assignee) relating to contract #24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203 awarded on April 09, 2024, contract #23IFB34 - CR 307 Reconstruction awarded on March 07, 2023, contract #23IFB12 - CR 245 Reconstruction awarded on December 13, 2022, and contract #22IFB141 - CR258 Extension awarded on September 27, 2022, and authorizing the execution of the Consent to Assignment.

85. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ13 Wilco Land Surveying Services to Walker Texas Surveyors, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement.

86. Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 to Atlas Technical Consultants, LLC, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding Source is Road Bonds.

87. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ12 Williamson County Materials Testing and Geotechnical Engineering services to Raba Kistner, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding Source- Road Bonds.

88. Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 HVJ South Central Texas - M&J, Inc, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

89. Discuss, consider, and take appropriate action on awarding contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 B2Z Engineering, LLC, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source is Road Bonds.

90. Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 Rodriguez Engineering Laboratories LLC, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding Source-Road Bonds.

91. Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 Terracon Consultants, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

92. Discuss, consider, and take appropriate action on authorizing the extension of contract #22IFB145, for the 2nd and final renewal of Limestone Rock Asphalt with a price increase per the attached documentation and spreadsheet, with Vulcan Construction Materials, LLC for the 12-month term of 11/15/2024 – 11/14/2025.

93. Discuss, consider, and take appropriate action on authorizing the extension of contract #22IFB145, for the 2nd and final renewal of Limestone Rock Asphalt for the same price, terms and conditions as the existing contract, with Martin Marietta Materiasl, Inc. for the 12-month term of 11/15/2024 – 11/14/2025.

94. Discuss, consider and take appropriate action on Contract Amendment No 1 under Williamson County Contract for Engineering Services between Alliance Transportation Group, LLC and Williamson County dated March 19, 2024. Funding source: 01.0200.0210.004100.

95. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $2,747,703.00 to expire September 30, 2025 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

96. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $20,486,208.00 to expire September 30, 2025 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

97. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for CR 255 City of Georgetown Water Line Relocations. Funding source: P546

98. Discuss, consider and take appropriate action on Contract Amendment No 5 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273. Funding source: 01.0200.0210.004100.

99. Discuss, consider and take appropriate action on a Contract Amendment No. 2 to the RM 620 Extension from SH 45 Intersection to McNeil Road contract between Williamson County and HDR Engineering, Inc. relating to the Road bond Program.
Project: P338 Fund Source: Road Bonds

100. Discuss, consider and take appropriate action on Contract Amendment No. 1 to the On-Call Materials Testing & Geotechnical Engineering contract between Williamson County and Arias & Associates, Inc. dated December 20, 2022, relating to the 2019 Road Bond Program. Project: As-Needed assigned by Work Authorization Fund Source: Road Bonds

101. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $56,523.26 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

102. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $70,739.02 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

103. Discuss, consider, and take appropriate action regarding Change Order No. 5 in the amount of $68,580.18 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

104. Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $67,778.02 for Project 22IFB138 CR 366 (James Construction) P: 296 Funding Source: Road Bond.

105. Discuss and take appropriate action on a real estate contract with Jim Logue to purchase 0.2270 acres of ROW and a 0.1071 acre waterline easement required for the construction project on County Road 314. (Parcel 35 and 35E) Funding Source: Road Bonds P364

106. Discuss and take appropriate action on a real estate contract with Gordon L. Stanford and Donna Walsh Stanford to purchase 2.296 and 0.0700 acres of ROW, 0.5160 Acres for an electric utility easement and 0.0802 acres for a waterline easement required for the construction project on County Road 314. (Parcels 39; 41; 39EE; 41E) Funding Source: Road Bonds P364

107. Discuss and take appropriate action on a real estate contract with Gordon L. Stanford to acquire 3 tracts of land totaling 7.0147 acres as right of way, 0.0426 acres for a waterline easement and 0.5551 acres for an electric utility easement required for the construction project on County Road 314. (Parcels 40; 42; 42R; 40E; 42EE) Funding Source: Road Bonds P364

108. Discuss, consider and take appropriate action on a real estate contract with Michael P. Schroeck and Rebecca A. Schroeck to purchase 0.4 acres required as ROW on Corridor J. Funding Source: LRTP P457

109. Discuss, consider and take appropriate action on a Reimbursement Agreement with MCI Communication Services, LLC regarding the East Wilco Highway Segment 3 project.Funding Source: Bonds P332

110. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.239 acres) required for the construction of County Road 314. (Kelm/ Parcel 2) Funding Source: Road Bonds P364

111. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.0467 acres) required for the construction of County Road 314. (Umatiya/ Parcel 43) Funding Source: Road Bonds P364

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)."

112. Deliberate, discuss and conduct annual reviews and evaluations of Senior Directors of Williamson County to include, but not be limited to the Senior Director of Williamson County ITS, Senior Director of Department of Infrastructure, Senior Director of Parks Department, Senior Director of Emergency Services, Senior Director of Facilities Management, Senior Director of Human Resources Department, and Williamson County Commissioners Court General Counsel (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

113. 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-2.
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
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

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

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

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

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

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

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
8. Civil Action No. 4:22-cv-00576-P; Kyle Strongin, et al. v. Williamson County, et al.; In the United States District Court for the Northern District of Texas
9. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. 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
15. 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

16. 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

17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas

19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

d. Claims:

1. Claim No. 02172024-560-225 - auto liability claim from Juan Carlos Gomez-Jaramillo for incident occurring on or about February 17, 2024 at or near 3417 Sam Bass Road, Round Rock, Texas 78681.

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.

116. 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).

117. 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).

118. 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)

119. Discuss and take appropriate action concerning economic development.

120. Discuss and take appropriate action concerning real estate.

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

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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4. Civil Action No. 1:21-cv-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
7. Cause No. 22-2067-C395; Chauncy Williams v. Williamson County Attorney's Office Victim Services Division, et al.; In the 395th Judicial District Court of Williamson County, Texas
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10. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
11. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. 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
15. 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
16. 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
17. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; Williamson County, Texas
18. Cause No. 23-0195-C425; Maria Barroyeta Rojas v. Paul Schmidt, et al.; In the 425th Judicial District Court of Williamson County, Texas
19. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

d. Claims:

1. Claim No. 02172024-560-225 - auto liability claim from Juan Carlos Gomez-Jaramillo for

incident occurring on or about February 17, 2024 at or near 3417 Sam Bass Road, Round Rock, Texas 78681.

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.

122. 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.

123. Comments from Commissioners.

124. 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 6th day of September 2024 at 3:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 09/10/2024

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 Non-Departmental.

Background

Justice of the Peace, Pct.#2 has exhausted funding in the Autopsy and Autopsy Transportation lines due to a higher number of autopsies than anticipated. This transfer is expected to cover current invoices in hand as well as projected autopsy invoices between now and the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100.0409.004100	Non-Departmental/Prof. Svcs.	$44,000.00
TO	0100.0452.004190	JP#2/Autopsies	$38,000.00
TO	0100.0452.004192	JP#2/Autopsy Transportation	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/30/2024 11:47 AM
Form Started By: Ashlie Holladay		Started On: 08/29/2024 03:14 PM
Final Approval Date: 08/30/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 09/10/2024

LIT for Indigent Defense

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 funding between lines to allow for payment of invoices in various indigent defense lines, as we near the end of the Fiscal Year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004132	Criminal Cases -Crt. Appt. Att	$55,000.00
To	0100.0435.004163	Non-Cust. Mo. Ct. Appt. Atty.	$15,000.00
To	0100.0435.004166	Non-Cust. Fa. Ct. Appt. Atty.	$40,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:20 AM
Budget Office	Saira Hernandez	08/29/2024 09:52 AM
Form Started By: Ronald Morgan		Started On: 08/23/2024 09:15 AM
Final Approval Date: 08/29/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 09/10/2024

Line Item Transfer

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

The line item transfers are being requested to cover remaining expenses for this fiscal year for books and the addition of network ports.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0475.003010	Computer Equipment	$2,920.60
To	0100.0475.003901	Publication, Book, Periodical	$2,920.60
From	0100.0475.004902	Co Atty Leg Supp	$2,604.00
To	0100.0475.004510	Facility Repairs	$2,604.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/03/2024 10:45 AM
Budget Office	Saira Hernandez	09/03/2024 11:30 AM
Form Started By: Stephanie Lloyd		Started On: 09/03/2024 10:24 AM
Final Approval Date: 09/03/2024		

Commissioners Court - Regular Session **6.**

Meeting Date: 09/10/2024

Line Item Transfer

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

We are requesting a transfer of $20,000 into line item 0100-0440-004232 (training/conference), this budget item has been depleted and we need additional amount to covere the rest of the expenses that will be incurred for this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.004100	Professional Services	$20,000.00
To	0100.0440.004232	Training/Conference	$20,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 01:19 PM
Budget Office	Saira Hernandez	08/29/2024 09:52 AM
Form Started By: Grace Frias		Started On: 08/28/2024 10:52 AM
Final Approval Date: 08/29/2024		

Commissioners Court - Regular Session **7.**

Meeting Date: 09/10/2024

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 $745.00 to pay the Troilo Law Firm for Ad Litem Matter: 1JC-24-1489; 12403 Mellow Meadow Dr Holding LLC dba The Lantern Vs. Mia Escobar. Please see the attached invoice.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0451.004999	Miscellaneous	$500.00
From	0100.0451.003901	Publications/Books	$245.00
To	0100.0451.004100	Professional Services	$745.00

Attachments

JP1 AD LITEM INVOICE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:22 AM
Budget Office	Saira Hernandez	08/29/2024 09:52 AM
Form Started By: Misty Lamb		Started On: 08/26/2024 11:44 AM
Final Approval Date: 08/29/2024		

TROILO LAW FIRM P.C.

INVOICE

3303 Northland Drive, Suite 310
Austin, TX 78731

Invoice # 825
Date: 08/05/2024

Williamson County Justice of the Peace Pct. 1
1801 E. Old Settlers Blvd. Suite 100
Round Rock, TX 78664

8007-0002

Ad Litem Matter: No. 1JC-24-1489; 12403 Mellow Meadow Dr Holding LLC dba The Lantern v. Mia Escobar

Services

Type	Date	Notes	Attorney	Quantity	Rate	Discount	Total
Service	05/15/2024	Receipt and review of email from D.Price requesting ad litem representation for M.Escobar; review documents from court register and research same.	AT3	0.20	$250.00	-	$50.00
Service	05/24/2024	Set up new litigation computer file. Also set up new billing entry. Save copies of the email from Wilco JP1 clerk and the case documents in the litigation file.	HRS	0.20	$200.00	100.0%	$0.00
Service	05/31/2024	Review court documents, including Plaintiff's Petition, Lease, NTV letter, DoD Report, eviction citation, and return.	HRS	0.30	$200.00	-	$60.00
Service	06/04/2024	Prepare initial draft of Defendant, M. Escobar's, Original Answer. Research as to same, including the SCRA.	HRS	0.50	$200.00	-	$100.00
Service	06/04/2024	Research Dept. of Defense Manpower Database and input M. Escobar's name and DOB. Review report showing Escobar is on active duty. Save to the computer folder.	HRS	0.20	$200.00	-	$40.00
Service	06/05/2024	Work on draft Answer of M.Escobar and legal research	AT3	0.40	$250.00	-	$100.00

		as to same. Conference with HRS for submission to court.					
Service	06/05/2024	Log onto Filetime to e-file Answer of M. Escobar. Upload and submit document for filing. Save proof of submission for the file.	HRS	0.20	$200.00	-	$40.00
Service	06/05/2024	Print one copy of Answer, prepare envelope, secure postage, and mail same via regular mail to Agent for Plaintiff. Also draft email to Agent for Plaintiff, attach copy of Answer and send.	HRS	0.10	$200.00	-	$20.00
Service	06/06/2024	Receipt and review of email from Filetime confirming acceptance of e-filed Answer. Download and save file-stamped copy to the folder.	HRS	0.10	$200.00	100.0%	$0.00
Service	06/12/2024	Draft letter to M. Escobar informing the Defendant that AT3 has been appointed as attorney ad litem and requesting that Escobar contact the firm ASAP.	HRS	0.30	$200.00	-	$60.00
Service	06/13/2024	Work on letter to M.Escobar requesting she contact the TLF asap; research and message to HRS as to same.	AT3	0.20	$250.00	-	$50.00
Service	06/13/2024	Print two copies of letter to M. Escobar for mailing via regular mail and CM,RRR. Also prepare two envelopes for mailing the letter. Travel to PAK Mail to mail letters, pay for postage, and mail same.	HRS	0.40	$200.00	-	$80.00
Service	07/23/2024	Receipt and review of plaintiff's motion for nonsuit and proposed order on nonsuit. Save to folder.	AT3	0.10	$250.00	-	$25.00
Service	07/24/2024	Receipt and review of order of nonsuit signed by Judge Musselman; save to folder.	AT3	0.10	$250.00	-	$25.00
					Line Item Discount Subtotal		**-$60.00**
					Services Subtotal		**$650.00**

Expenses

Type	Date	Notes	Attorney	Quantity	Rate	Total
Expense	06/05/2024	Filetime filing fees - Answer	HRS	1.00	$4.24	$4.24
Expense	06/05/2024	Postage and mailing supplies.	HRS	1.00	$1.00	$1.00
Expense	06/13/2024	Postage - CM,RRR and Regular mail - PAK Mail Inv. #68846	HRS	1.00	$16.45	$16.45
				Expenses Subtotal		**$21.69**
				Subtotal		**$671.69**
				Total		**$671.69**

Please make all amounts payable to: TROILO LAW FIRM P.C.

Our law firm has a new address: Troilo Law Firm, PC, 3303 Northland Drive, Suite 310, Austin, TX 78731. Please update your contacts. Thank you!

Payment is due upon receipt.

Commissioners Court - Regular Session **8.**

Meeting Date: 09/10/2024

Discuss and consider a line-item transfer for JP2.

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 on a line item transfer for JP2.

Background

With the increased number of cases filed in Justice Court PCT 2, the original budgeted amount in the line item has been depleted. We need to move the funds to pay for postage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0452.003100	Office Supplies	$2,000.00
To	0100.0452.004212	Postage	$2,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:25 AM
Budget Office	Saira Hernandez	08/29/2024 09:52 AM
Form Started By: Melissa East		Started On: 08/27/2024 03:49 PM
Final Approval Date: 08/29/2024		

Commissioners Court - Regular Session **9.**

Meeting Date: 09/10/2024

Line Item Transfer

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

The office of JP3 is requesting line item transfers from 0100.0453.003010 in the amount of $2000.00 and 0100.0453.004192 in the amount of $1800.00 to 0100.0453.004212 for postage expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.003010	Computer Equipment	$2,000.00
From	0100.0453.004192	Transportation/Autopsies	$1,800.00
To	0100.0453.004212	Postage	$3,800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 02:08 PM
Budget Office	Saira Hernandez	09/05/2024 01:00 PM
Form Started By: Cherie Vasquez		Started On: 09/04/2024 01:55 PM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **10.**

Meeting Date: 09/10/2024

LIT for Regional Shelter

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Regional Animal Shelter Fund.

Background

The landscaping contract changed after our budget was adopted. We need to move funds into 4810 in order to cover these costs. We propose to move $2,580 from 4505, $1,200 from 4621, and $1,620 from 4962 to give 4810 $5,400 additional funds. This would allow the shelter to remain out of a deficit and maintain the property. We are requesting moving these funds in lieu of a budget amendment.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0545.0545.004505	Software Maintenance	$2,580.00
From	0545.0545.004621	Copier Rental Supplies	$1,200.00
From	0545.0545.004962	Janitorial Contract Services	$1,620.00
To	0545.0545.004810	Landscaping Contract	$5,400.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:24 AM
Budget Office	Saira Hernandez	08/29/2024 09:15 AM
Animal Services (Originator)	Misty Valenta	08/29/2024 11:56 AM
County Judge Exec Asst.	Becky Pruitt	08/30/2024 11:01 AM
Budget Office	Saira Hernandez	09/03/2024 09:44 AM
Budget Office	Saira Hernandez	09/03/2024 10:06 AM
Form Started By: Misty Valenta		Started On: 08/27/2024 11:48 AM
Final Approval Date: 09/03/2024		

Commissioners Court - Regular Session **11.**

Meeting Date: 09/10/2024

Discuss, consider and take appropriate action on a line item transfer for the Office of Emergency Management.

Submitted For: Bruce Clements **Submitted By:** Bruce Clements, 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 the Office of Emergency Management.

Background

A line item transfer is requested to cover the cost of three (3) automated external defibrillator (AED) devices for the three primary OEM response vehicles. This will upgrade the old, non-functioning AEDs to comply with the recommendations of the EMS Medical Director.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0541.004100	Professional Services	$7,257.00
To	0100.0541.003107	Medical Equipment	$7,257.00

Attachments

AED Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:28 AM
Budget Office	Saira Hernandez	09/03/2024 09:48 AM
Form Started By: Bruce Clements		Started On: 08/30/2024 03:22 PM
Final Approval Date: 09/03/2024		

AED123, LLC

1319 Motor Circle
Dallas, TX 75207

1-833-AED-1231
accounting@aed123.com

www.aed123.com

Quote

Created Date	8/30/2024
Expiration Date	9/20/2024
Quote #	111016

Prepared By	Mae Nixon
Phone	(512) 859-5003
Email	mae@aed123.com

Williamson County Office of Emergency Management

911 Tracy Chambers Lane
Georgetown, TX 78626
United States

Product	Original Price	Discount	Sales Price	Quantity	Total Price
CR2 Cellular AED, Fully-Auto, Bilingual, Handle	$3,521.00	$1,484.00	$2,037.00	3.00	$6,111.00
CR2 8-Year 4G Data Plan	$499.00	$117.00	$382.00	3.00	$1,146.00

Subtotal	$7,257.00
Grand Total	$7,257.00

Note:

* 8-year 4G Data Plan is required for purchase with CR2 Cellular AED

Commissioners Court - Regular Session **12.**

Meeting Date: 09/10/2024

Line Item Transfer for Emergency Communications

Submitted By: Hilary Martin, 911 Communications

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

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

Background

This line item transfer is requesting moving funds from Full-Time Salaries to Over-Time Salaries for the remainder of the Fiscal Year. The office has experienced turnover and ongoing vacancies of telecommunicators. This transfer allows for the use of existing staff to meet the operational needs required utilizing over time. With several new hires currently on staff, we need to utilize existing staff to train the new hires and get them ready for full independent call taking, therefore taking away from our minimal staffing availability.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0581.001100	F/T Salaries	$90,000.00
To	0100.0581.001110	O/T Salaries	$90,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:32 PM
Budget Office	Saira Hernandez	09/05/2024 01:47 PM
Form Started By: Hilary Martin		Started On: 09/04/2024 03:32 PM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **13.**

Meeting Date: 09/10/2024

LIT to Fuel

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to fuel line item for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0540.003005	Office Furniture < $5,000	$2,500.00
To	0100.0540.003301	Gasoline	$2,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:33 PM
Budget Office	Saira Hernandez	09/05/2024 01:00 PM
Form Started By: Michael Knipstein		Started On: 09/05/2024 08:51 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **14.**

Meeting Date: 09/10/2024

Budget Line-Item Transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line-item transfers for Juvenile Services.

Background

Juvenile Services is requesting the following line-item transfers: $3,000.00 from Office Furniture to Office Equipment to replace a failing paper shredder. A Transfer of $450.00 from Office Supplies to Education Materials for expanded curriculum and workbooks for youths. Requesting transferring funding to cover unanticipated overtime and temp/seasonal labor expenses for the remainder of the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0576.003100	Office Supplies	$450.00
To	0100.0576.003101	Education Materials	$450.00
From	0100.0576.003005	Office Furniture	$3,000.00
To	0100.0576.003006	Office Equipment	$3,000.00
From	0100.0576.003011	Computer Software	$10,765.00
To	0100.0576.001107	Temp Seasonal Labor	$10,000.00
To	0100.0576.002010	FICA	$765.00
From	0100.0576.004106	Counseling Services	$3,711.00
To	0100.0576.001110	Overtime	$3,000.00
To	0100.0576.002010	FICA	$229.50
To	0100.0576.002020	Retirement	$481.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:38 PM
Budget Office	Saira Hernandez	09/05/2024 01:13 PM
Form Started By: Denise Carlson		Started On: 09/05/2024 08:55 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 09/10/2024

Line Item Transfers for Parks Department

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

Department: Parks

Agenda Category: Consent

Information

Agenda Item

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

Background

Transfer of funds are necessary to: (1) meet maintenance and repair needs associated with several pieces of equipment and vehicles across the Department, (2) to purchase some lockable storage cabinets for the Expo Center, (3) replacement appliances for park residence, and (4) purchasing a tilt trailer for transporting equipment between park locations across the county.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0510-004100	Professional Services	$3,000.00
FROM	0100-0510-004415	Insurance Deductible	$3,000.00
FROM	0100-0510-004509	Facility Enhancements	$4,500.00
FROM	0100-0510-004510	Facility Repairs	$3,500.00
FROM	0100-0510-004542	Grounds Maintenance	$3,900.00
FROM	0100-0510-004620	Furniture & Equipment Rental	$1,300.00
FROM	0100-0510-005711	Heavy Equipment > $5,000	$13,293.00
TO	0100-0510-003001	Small Tools & Equipment < $5k	$4,500.00
TO	0100-0510-004541	Vehicle Repairs & Maintenance	$10,200.00
TO	0100-0510-004543	Repairs to Equipment	$3,000.00
TO	0100-0510-003006	Office Equipment < $5k	$3,885.50
TO	0100-0510-005700	Vehicles > $5k	$10,907.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:32 PM
Budget Office	Saira Hernandez	09/05/2024 01:00 PM
Form Started By: Russell Fishbeck		Started On: 09/03/2024 04:47 PM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **16.**

Meeting Date: 09/10/2024

Line Item Transfer for the County Sheriff, Law Enforcement

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is requested to cover the cost of Computer Software under $5,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.005741	Computer Software > $5k	$2,010.00
TO:	0100.0560.003011	Computer Software < $5k	$2,010.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 11:00 AM
Budget Office	Saira Hernandez	09/04/2024 11:22 AM
Form Started By: Virginia Johnson		Started On: 09/04/2024 08:53 AM
Final Approval Date: 09/04/2024		

Commissioners Court - Regular Session **17.**

Meeting Date: 09/10/2024

LIT to Overtime for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is being requested to cover the projected shortfall in overtime. This transfer is related to a special project approved by the Sheriff and agreed to by the County Judge and previously discussed with the court.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.001105	LE Salaries	$150,000.00
TO:	0100.0560.001110	Overtime	$150,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 11:02 AM
Budget Office	Saira Hernandez	09/04/2024 12:22 PM
Form Started By: Virginia Johnson		Started On: 09/04/2024 09:03 AM
Final Approval Date: 09/04/2024		

Commissioners Court - Regular Session **18.**

Meeting Date: 09/10/2024

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 Small Equipment & Tools.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.005003	Equipment > $5000	$900.00
From	0100.0570.003008	LE Equipment	$2,500.00
From	0100.0570.003311	Uniforms	$1,500.00
To	0100.0570.003001	Small Equip & Tools	$4,900.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/29/2024 09:14 AM
Budget Office	Saira Hernandez	08/29/2024 09:52 AM
Form Started By: ABIGAIL TAYLOR		Started On: 08/28/2024 01:58 PM
Final Approval Date: 08/29/2024		

Commissioners Court - Regular Session **19.**

Meeting Date: 09/10/2024

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for the remainder of the FY for Equipment Rentals.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004500	Maintenance Contracts	$5,000.00
To	0100.0509.004620	Equipment Rentals	$5,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/29/2024 09:14 AM
Budget Office	Saira Hernandez	08/29/2024 09:52 AM
Form Started By: Gina Wrehsnig		Started On: 08/28/2024 03:29 PM
Final Approval Date: 08/29/2024		

Commissioners Court - Regular Session **20.**

Meeting Date: 09/10/2024

Line Item Transfer

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

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

Background

Need additional funds for JP4 court furniture.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.004509	Facility Enhancements	$2,759.28
To	0100.0509.003005	Office Furniture < $5,000	$2,759.28

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:38 PM
Budget Office	Saira Hernandez	09/05/2024 01:00 PM
Form Started By: Gina Wrehsnig		Started On: 09/05/2024 10:36 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **21.**

Meeting Date: 09/10/2024

9-10-2024 LIT

Submitted For: Kevin Teller **Submitted By:** Edward Pospisil, Infrastructure

Department: Infrastructure **Division:** Fleet Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a Line Item Transfer for Fleet Services.

Background

Unforeseen repairs have depleted our parts funds earlier than anticipated for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003525	Tires,Tubes	$25,000.00
From	0882.0882.003303	Oil, Grease	$12,500.00
To	0882.0882.003523	Parts	$37,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/03/2024 04:36 PM
Budget Office	Saira Hernandez	09/04/2024 08:22 AM
Form Started By: Edward Pospisil		Started On: 09/03/2024 01:11 PM
Final Approval Date: 09/04/2024		

Commissioners Court - Regular Session **22.**

Meeting Date: 09/10/2024

Line item transfer for the OSSF Division

Submitted For: Robert Daigh **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary to repair an unanticipated radiator failure.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0661.004924	MS4 Training/Compliance	$800.00
To	0100.0661.004541	Vehicle Repairs and Maint.	$800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:33 PM
Budget Office	Saira Hernandez	09/05/2024 01:00 PM
Form Started By: Jenifer Favreau		Started On: 09/05/2024 08:29 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **23.**

Meeting Date: 09/10/2024

Property Tax Refunds – Over 2500 – Thru 09/04/2024

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax refunds over $2,500.00 through 09/04/2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

082324-090424 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 08:58 AM
Form Started By: Renee Clark		Started On: 09/04/2024 08:49 AM
Final Approval Date: 09/04/2024		

MISSION STATEMENT

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

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: September 4, 2024

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

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

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

Thank you.

Property Tax
Account QuickReport
As of September 4, 2024

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	08/30/2024	108462	DOVENMUEHLE MORTGAGE INC	R559091 - Overpayment	-6,723.39
Total Refunds Payable - Taxpayers					-6,723.39
TOTAL					**-6,723.39**

Commissioners Court - Regular Session **24.**

Meeting Date: 09/10/2024

FY25 Pay Charts

Submitted For: Rebecca Clemons **Submitted By:** Kaylan Diederich, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, take appropriate action, and note in the official minutes the new B, EX, C, and L pay charts, effective October 2024.

Background

These charts have the 3% COLA applied to them as approved in Commissioners Court on 8/27/2024, as well as an increased maximum to the EX chart. They have also been branded and redesigned to assist department leadership with frequently calculated amounts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY25 B Chart

FY25 EX Chart

FY25 L Chart

FY25 C Chart

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	08/29/2024 10:02 AM
County Judge Exec Asst.	Becky Pruitt	08/30/2024 11:08 AM
Form Started By: Kaylan Diederich		Started On: 08/29/2024 09:18 AM
Final Approval Date: 08/30/2024		

WILCO HUMAN RESOURCES

FY25 WILLIAMSON COUNTY B GRADE CHART

Effective October 2024

GRADE		MINIMUM	15% ABOVE MIN	MAXIMUM
B.15	Hourly	$15.60	$17.94	$23.40
	Bi-weekly	$1,248.17	$1,435.39	$1,872.25
	Annual	**$32,452.31**	**$37,320.15**	**$48,678.46**
B.16	Hourly	$16.38	$18.84	$24.58
	Bi-weekly	$1,310.71	$1,507.32	$1,966.07
	Annual	**$34,078.50**	**$39,190.27**	**$51,117.75**
B.17	Hourly	$17.22	$19.80	$25.83
	Bi-weekly	$1,377.36	$1,583.96	$2,066.04
	Annual	**$35,811.30**	**$41,183.00**	**$53,716.96**
B.18	Hourly	$18.09	$20.80	$27.13
	Bi-weekly	$1,446.93	$1,663.97	$2,170.40
	Annual	**$37,620.30**	**$43,263.35**	**$56,430.46**
B.19	Hourly	$19.01	$21.86	$28.51
	Bi-weekly	$1,520.60	$1,748.69	$2,280.90
	Annual	**$39,535.61**	**$45,465.95**	**$59,303.41**
B.20	Hourly	$19.96	$22.96	$29.94
	Bi-weekly	$1,597.03	$1,836.59	$2,395.55
	Annual	**$41,522.80**	**$47,751.22**	**$62,284.20**
B.21	Hourly	$20.97	$24.12	$31.46
	Bi-weekly	$1,677.64	$1,929.29	$2,516.47
	Annual	**$43,618.76**	**$50,161.57**	**$65,428.14**
B.22	Hourly	$22.03	$25.34	$33.05
	Bi-weekly	$1,762.44	$2,026.81	$2,643.66
	Annual	**$45,823.48**	**$52,697.00**	**$68,735.22**
B.23	Hourly	$23.16	$26.63	$34.74
	Bi-weekly	$1,852.78	$2,130.70	$2,779.17
	Annual	**$48,172.29**	**$55,398.13**	**$72,258.43**
B.24	Hourly	$24.32	$27.97	$36.49
	Bi-weekly	$1,945.92	$2,237.81	$2,918.88
	Annual	**$50,593.91**	**$58,183.00**	**$75,890.87**
B.25	Hourly	$25.56	$29.39	$38.34
	Bi-weekly	$2,044.61	$2,351.31	$3,066.92
	Annual	**$53,159.94**	**$61,133.93**	**$79,739.91**
B.26	Hourly	$26.86	$30.89	$40.29
	Bi-weekly	$2,148.86	$2,471.19	$3,223.29
	Annual	**$55,870.37**	**$64,250.92**	**$83,805.55**
B.27	Hourly	$28.23	$32.47	$42.35
	Bi-weekly	$2,258.66	$2,597.46	$3,387.99
	Annual	**$58,725.19**	**$67,533.97**	**$88,087.79**
B.28	Hourly	$29.68	$34.13	$44.51
	Bi-weekly	$2,374.03	$2,730.13	$3,561.04
	Annual	**$61,724.73**	**$70,983.44**	**$92,587.09**
B.29	Hourly	$31.19	$35.87	$46.78
	Bi-weekly	$2,494.96	$2,869.20	$3,742.44
	Annual	**$64,868.97**	**$74,599.32**	**$97,303.46**
B.30	Hourly	$32.77	$37.68	$49.15
	Bi-weekly	$2,621.45	$3,014.66	$3,932.17
	Annual	**$68,157.61**	**$78,381.26**	**$102,236.42**
B.31	Hourly	$34.42	$39.58	$51.63
	Bi-weekly	$2,753.48	$3,166.50	$4,130.21
	Annual	**$71,590.35**	**$82,328.90**	**$107,385.53**
B.32	Hourly	$36.17	$41.60	$54.26
	Bi-weekly	$2,893.87	$3,327.95	$4,340.80
	Annual	**$75,240.61**	**$86,526.70**	**$112,860.91**

GRADE		MINIMUM	15% ABOVE MIN	MAXIMUM
B.33	Hourly	$38.00	$43.70	$57.00
	Bi-weekly	$3,039.79	$3,495.76	$4,559.69
	Annual	**$79,034.65**	**$90,889.85**	**$118,551.98**
B.34	Hourly	$39.93	$45.92	$59.89
	Bi-weekly	$3,194.10	$3,673.21	$4,791.15
	Annual	**$83,046.53**	**$95,503.51**	**$124,569.79**
B.35	Hourly	$41.94	$48.23	$62.91
	Bi-weekly	$3,355.34	$3,858.64	$5,033.00
	Annual	**$87,238.75**	**$100,324.56**	**$130,858.12**
B.36	Hourly	$44.06	$50.67	$66.09
	Bi-weekly	$3,524.91	$4,053.64	$5,287.36
	Annual	**$91,647.57**	**$105,394.70**	**$137,471.35**
B.37	Hourly	$46.29	$53.23	$69.43
	Bi-weekly	$3,702.82	$4,258.24	$5,554.23
	Annual	**$96,273.30**	**$110,714.29**	**$144,409.95**
B.38	Hourly	$48.63	$55.93	$72.95
	Bi-weekly	$3,890.45	$4,474.01	$5,835.67
	Annual	**$101,151.57**	**$116,324.31**	**$151,727.36**
B.39	Hourly	$51.10	$58.76	$76.65
	Bi-weekly	$4,087.83	$4,701.01	$6,131.75
	Annual	**$106,283.63**	**$122,226.17**	**$159,425.44**
B.40	Hourly	$53.65	$61.70	$80.48
	Bi-weekly	$4,292.21	$4,936.05	$6,438.32
	Annual	**$111,597.56**	**$128,337.20**	**$167,396.34**
B.41	Hourly	$56.34	$64.79	$84.50
	Bi-weekly	$4,506.82	$5,182.84	$6,760.23
	Annual	**$117,177.26**	**$134,753.84**	**$175,765.88**
B.42	Hourly	$59.15	$68.02	$88.73
	Bi-weekly	$4,732.15	$5,441.97	$7,098.23
	Annual	**$123,035.92**	**$141,491.31**	**$184,553.88**
B.43	Hourly	$62.11	$71.43	$93.16
	Bi-weekly	$4,968.77	$5,714.08	$7,453.15
	Annual	**$129,187.99**	**$148,566.19**	**$193,781.99**
B.44	Hourly	$65.22	$75.00	$97.82
	Bi-weekly	$5,217.22	$5,999.80	$7,825.82
	Annual	**$135,647.61**	**$155,994.75**	**$203,471.41**
B.45	Hourly	$68.48	$78.75	$102.71
	Bi-weekly	$5,478.07	$6,299.78	$8,217.10
	Annual	**$142,429.82**	**$163,794.29**	**$213,644.73**
B.46	Hourly	$71.90	$82.68	$107.85
	Bi-weekly	$5,751.97	$6,614.77	$8,627.95
	Annual	**$149,551.22**	**$171,983.90**	**$224,326.83**
B.47	Hourly	$75.49	$86.82	$113.24
	Bi-weekly	$6,039.58	$6,945.51	$9,059.37
	Annual	**$157,029.01**	**$180,583.36**	**$235,543.51**
B.48	Hourly	$79.27	$91.16	$118.90
	Bi-weekly	$6,341.54	$7,292.77	$9,512.31
	Annual	**$164,880.09**	**$189,612.10**	**$247,320.13**
B.49	Hourly	$83.23	$95.72	$124.85
	Bi-weekly	$6,658.63	$7,657.43	$9,987.95
	Annual	**$173,124.43**	**$199,093.10**	**$259,686.65**
B.50	Hourly	$87.39	$100.50	$131.09
	Bi-weekly	$6,991.56	$8,040.29	$10,487.33
	Annual	**$181,780.47**	**$209,047.54**	**$272,670.70**

*Minor variations may occur due to rounding

WILCO
HUMAN RESOURCES

WILLIAMSON COUNTY EX GRADE CHART

Effective October 2024

GRADE	MINIMUM	MAXIMUM
AO.1 - Appointed Official	$65,751.33	$350,000.00
CR.1 - County Court Reporter		
DH.1 - Department Head		
DR.1 - District Court Reporter		
EO.1 - Elected Official		

*Minor variations may occur due to rounding

*Other grade identifiers may be found in reporting that are not tied to Williamson County pay scales

FY25 WILLIAMSON COUNTY L STEP CHART

EFFECTIVE OCTOBER 2024

DEPUTY - SO & CONSTABLE	L1-1	L1-2	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14
Annual	$66,488.56	$71,142.76	$73,988.47	$76,948.01	$80,025.93	$81,626.45	$83,258.98	$84,924.16	$86,622.64	$88,355.09	$90,122.19	$91,924.64	$93,763.13	$95,638.39
Hourly	$31.97	$34.20	$35.57	$36.99	$38.47	$39.24	$40.03	$40.83	$41.65	$42.48	$43.33	$44.19	$45.08	$45.98
		7%	4%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%
SERGEANT - SO & CONSTABLE / SERGEANT INVESTIGATOR	**L3-1**	**L3-2**	**L3-3**	**L3-4**	**L3-5**	**L3-6**	**L3-7**	**L3-8**	**L3-9**	**L3-10**	**L3-11**	**L3-12**	**L3-13**	**L3-14**
Annual					$88,547.04	$94,745.33	$98,535.15	$102,476.55	$104,526.08	$106,616.60	$108,748.94	$110,923.92	$113,142.39	$115,405.24
Hourly					$42.57	$45.55	$47.37	$49.27	$50.25	$51.26	$52.28	$53.33	$54.40	$55.48
						7%	4%	4%	2%	2%	2%	2%	2%	2%
LIEUTENANT CONSTABLE / DEPUTY CHIEF INVESTIGATOR	**LA-1**	**LA-2**	**LA-3**	**LA-4**	**LA-5**	**LA-6**	**LA-7**	**LA-8**	**LA-9**	**LA-10**	**LA-11**	**LA-12**	**LA-13**	**LA-14**
Annual							$99,395.00	$106,352.65	$110,606.76	$115,031.03	$117,331.65	$119,678.28	$122,071.85	$124,513.28
Hourly							$47.79	$51.13	$53.18	$55.30	$56.41	$57.54	$58.69	$59.86
								7%	4%	4%	2%	2%	2%	2%
LIEUTENANT SO	**L4-1**	**L4-2**	**L4-3**	**L4-4**	**L4-5**	**L4-6**	**L4-7**	**L4-8**	**L4-9**	**L4-10**	**L4-11**	**L4-12**	**L4-13**	**L4-14**
Annual							$101,936.01	$109,071.53	$113,434.39	$117,971.77	$120,331.20	$122,737.83	$125,192.58	$127,696.44
Hourly							$49.01	$52.44	$54.54	$56.72	$57.85	$59.01	$60.19	$61.39
								7%	4%	4%	2%	2%	2%	2%
CHIEF DEPUTY CONSTABLE	**LB-1**	**LB-2**	**LB-3**	**LB-4**	**LB-5**	**LB-6**	**LB-7**	**LB-8**	**LB-9**	**LB-10**	**LB-11**	**LB-12**	**LB-13**	**LB-14**
Annual							$106,090.00	$113,516.30	$118,056.95	$122,779.23	$125,234.81	$127,739.51	$130,294.30	$132,900.19
Hourly							$51.00	$54.58	$56.76	$59.03	$60.21	$61.41	$62.64	$63.89
								7%	4%	4%	2%	2%	2%	2%
COMMANDER SO	**L5-1**	**L5-2**	**L5-3**	**L5-4**	**L5-5**	**L5-6**	**L5-7**	**L5-8**	**L5-9**	**L5-10**	**L5-11**	**L5-12**	**L5-13**	**L5-14**
Annual							$122,090.02	$126,973.62	$132,052.57	$137,334.67	$140,081.36	$142,882.99	$145,740.65	$148,655.46
Hourly							$58.70	$61.05	$63.49	$66.03	$67.35	$68.69	$70.07	$71.47
								4%	4%	4%	2%	2%	2%	2%
ASSISTANT CHIEF DEPUTY SO	**L6-1**	**L6-2**	**L6-3**	**L6-4**	**L6-5**	**L6-6**	**L6-7**	**L6-8**	**L6-9**	**L6-10**	**L6-11**	**L6-12**	**L6-13**	**L6-14**
Annual									$152,054.93	$155,158.10	$158,324.60	$161,555.71	$164,786.82	$168,082.56
Hourly									$73.10	$74.60	$76.12	$77.67	$79.22	$80.81
										2%	2%	2%	2%	2%
CHIEF DEPUTY SO	**L7-1**	**L7-2**	**L7-3**	**L7-4**	**L7-5**	**L7-6**	**L7-7**	**L7-8**	**L7-9**	**L7-10**	**L7-11**	**L7-12**	**L7-13**	**L7-14**
Annual											$170,990.31	$174,480.00	$177,969.60	$181,528.99
Hourly											$82.21	$83.88	$85.56	$87.27
												2%	2%	2%

**Minor variations may occur due to rounding

FY25 WILLIAMSON COUNTY C STEP CHART

EFFECTIVE OCTOBER 2024

CORRECTIONS OFFICER	C1-1	C1-2	C1-3	C1-4	C1-5	C1-6	C1-7	C1-8	C1-9	C1-10	C1-11	C1-12	C1-13	C1-14
Annual	$52,530.00	$56,207.10	$58,455.38	$60,793.60	$62,009.47	$63,249.66	$64,514.65	$65,804.95	$67,121.05	$68,463.47	$69,832.74	$71,229.39	$72,653.98	$74,107.06
Hourly	$25.25	$27.02	$28.10	$29.23	$29.81	$30.41	$31.02	$31.64	$32.27	$32.92	$33.57	$34.24	$34.93	$35.63
		7%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS PEACE OFFICER	**C2-1**	**C2-2**	**C2-3**	**C2-4**	**C2-5**	**C2-6**	**C2-7**	**C2-8**	**C2-9**	**C2-10**	**C2-11**	**C2-12**	**C2-13**	**C2-14**
Annual	$62,037.93	$66,380.59	$69,035.81	$71,797.24	$73,233.19	$74,697.85	$76,191.81	$77,715.64	$79,269.96	$80,855.35	$82,472.46	$84,121.91	$85,804.35	$87,520.44
Hourly	$29.83	$31.91	$33.19	$34.52	$35.21	$35.91	$36.63	$37.36	$38.11	$38.87	$39.65	$40.44	$41.25	$42.08
		7%	4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS SERGEANT	**C3-1**	**C3-2**	**C3-3**	**C3-4**	**C3-5**	**C3-6**	**C3-7**	**C3-8**	**C3-9**	**C3-10**	**C3-11**	**C3-12**	**C3-13**	**C3-14**
Annual			$74,020.95	$76,981.79	$80,061.06	$81,662.28	$83,295.53	$84,961.44	$86,660.67	$88,393.88	$90,161.76	$91,964.99	$93,804.29	$95,680.38
Hourly			$35.59	$37.01	$38.49	$39.26	$40.05	$40.85	$41.66	$42.50	$43.35	$44.21	$45.10	$46.00
				4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS LIEUTENANT	**C4-1**	**C4-2**	**C4-3**	**C4-4**	**C4-5**	**C4-6**	**C4-7**	**C4-8**	**C4-9**	**C4-10**	**C4-11**	**C4-12**	**C4-13**	**C4-14**
Annual					$91,458.85	$93,288.03	$95,153.79	$97,056.86	$98,998.00	$100,977.96	$102,997.52	$105,057.47	$107,158.62	$109,301.79
Hourly					$43.97	$44.85	$45.75	$46.66	$47.60	$48.55	$49.52	$50.51	$51.52	$52.55
						2%	2%	2%	2%	2%	2%	2%	2%	2%
CORRECTIONS COMMANDER	**C5-1**	**C5-2**	**C5-3**	**C5-4**	**C5-5**	**C5-6**	**C5-7**	**C5-8**	**C5-9**	**C5-10**	**C5-11**	**C5-12**	**C5-13**	**C5-14**
Annual							$112,270.00	$114,515.40	$116,805.71	$119,141.82	$121,524.66	$123,955.15	$126,434.25	$128,962.94
Hourly							$53.98	$55.06	$56.16	$57.28	$58.43	$59.59	$60.79	$62.00
								2%	2%	2%	2%	2%	2%	2%
ASSISTANT CHIEF DEPUTY CO	**C6-1**	**C6-2**	**C6-3**	**C6-4**	**C6-5**	**C6-6**	**C6-7**	**C6-8**	**C6-9**	**C6-10**	**C6-11**	**C6-12**	**C6-13**	**C6-14**
Annual									$152,054.93	$155,158.10	$158,324.60	$161,555.71	$164,786.82	$168,082.56
Hourly									$73.10	$74.60	$76.12	$77.67	$79.22	$80.81
										2%	2%	2%	2%	2%

**Minor variations may occur due to rounding

Commissioners Court - Regular Session **25.**

Meeting Date: 09/10/2024

Associate Judge Career Ladder

Submitted For: Rebecca Clemons **Submitted By:** Kaylan Diederich, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the Associate Judge career ladder previously discussed in Commissioners Court on August 27, 2024.

Background

Career ladder attached for review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

career.ladder

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	08/29/2024 11:06 AM
County Judge Exec Asst.	Becky Pruitt	08/30/2024 11:09 AM
Human Resources (Originator)	Rebecca Clemons	09/03/2024 11:00 AM
Form Started By: Kaylan Diederich		Started On: 08/29/2024 10:31 AM
Final Approval Date: 09/03/2024		

Williamson County
Associate Judge Career Ladder

Effective October 2024

WilCo Tenure	Salary
0 - 4 years	$141,300
4 - 8 years	$153,900
8 - 12 years	$166,500
12+ years	$174,060

*Minor variations may occur due to rounding

*Pay increase will be effective the fiscal year following the anniversary date, pending funding availability through the budget process

*Associate Judge positions will be reviewed as a part of the Williamson County Salary Study under the same process as other County employees

Commissioners Court - Regular Session **26.**

Meeting Date: 09/10/2024

Asset for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 08.01.24 through 08.30.24.

Background

Please see the attachment for the August Report Asset for Auction

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Assets for Auction August 2024

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/03/2024 10:23 AM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 10:43 AM
Form Started By: Koren Shannon		Started On: 08/20/2024 10:27 AM
Final Approval Date: 09/03/2024		

"August 2024 Monthly Report **Court Date:** 09.10.24

Williamson County - Assets for Auction

Agenda #: 34923

Item	Serial Number		Quantity	Department
Sharp Model LC-70LE640U TV		21826727	1	911 Communication
Sharp Model LC-70LE640U TV		212832185	1	911 Communication
LG 47LD452B0UA TV	207RMSS2D934		1	911 Communication
LG 47LD452B0UA TV	207RMZL2D981		1	911 Communication
LG 47LD452B0UA TV	207RMJF2D924		1	911 Communication
LG 47LD452B0UA TV	207RMCJ2D979		1	911 Communication
LG 47LD452B0UA TV	207RMLM2D936		1	911 Communication
LG 47LD452B0UA TV	207RMBW2D925		1	911 Communication
LG 32LD452B0UA TV	207RMRHCU550		1	911 Communication
LG 32LD452B0UA TV	208RMBWBR069		1	911 Communication
Miscellaneous wall mounting hardware	N/A		1	911 Communication
Christmas Wreaths	N/A		15	Building Maint
Christmas light sets and fixtures	N/A		4	Building Maint
Sunlite led ceiling fixture 15in mushroom shape	sunlite led		8	Building Maint
Various Wheeled Office Chairs	N/A		17	Elections
Various Stationary Office Chairs	N/A		9	Elections
Desk	N/A		1	Health District
Desk - L	**N/A**		1	Health District
Misc Network/operation equipment	**unknown**		1	Information Systems
Dell Laptops	See attached list		8	Information Systems
Dell Optiplex 7060	7YVWNX2		1	Information Systems
Dell Optiplex 7060	7YVNX2		2	Information Systems
Dell Optiplex 7060	7Z1WNX2		3	Information Systems
Dell Optiplex 7060	CL3WNX2		4	Information Systems
Dell Optiplex 7060	7Z10OX2		5	Information Systems
Dell Optiplex 7060	CL40PX2		6	Information Systems
Dell Optiplex 7060	7Z80PX2		7	Information Systems

Rolling TV Stand	N/A	1	Infrastructure Dept
Desk	N/A	2	Infrastructure Dept
Working Table	N/A	1	Infrastructure Dept
HP Laser Jet Printer	JPBC10EJKZ	1	Justice of Peace 2
Dell Docking Station	**C7Z0G23**	1	Justice of Peace 2
VERSA Desk Riser	N/A	1	Justice of Peace 2
Boxes of 50 Manila File Folders w Brackets	**N/A**	33	Justice of Peace 2
Rolling Printer Stand	N/A	1	Justice of Peace 2
DYMO Label Writer 450	**N/A**	10	Justice of Peace 2
SYMBOL Bar Code Reader	N/A	6	Justice of Peace 2
Miscellaneous Office Supplies	**N/A**	25	Justice of Peace 2
Direct Splash Protection Face Shield	N/A	5	Justice of Peace 2
Black Rolling Desk Chair	**N/A**	2	Justice of Peace 2
Dark Gray 5 Drawer Lateral File Cabinet w Keys	HON	3	Justice of Peace 2
Dark Gray 5 Drawer Lateral File Cabinet no keys	HON	3	Justice of Peace 2
Light Gray 5 Drawer Lateral File Cabinet w keys	HON	1	Justice of Peace 2
File Cabinet	N/a	2	Juvenile Services
Panasonic CF-33	**0DTTC35467**	1	Public Safety IT
Panasonic CF-33	0DTTC34213	1	Public Safety IT
Panasonic CF-33	**7KTTA13409**	1	Public Safety IT
Panasonic CF-VEK33	0ATUA0786	1	Public Safety IT
Panasonic CF-VEK33	**0ATUA01833**	1	Public Safety IT
Panasonic CF-VEK33	0ATU01630	1	Public Safety IT
Dell Latitude 7220	**6XBLYX2**	1	Public Safety IT
Panasonic CF-31	4GTYA19816	1	Public Safety IT
iPad A1457 1st Gen Air with Wifi and Cellular	**DMPNXQF4YF**	1	Public Safety IT
iPad A1457 1st Gen Air with Wifi and Cellular	DMPNX1L6F4YF	1	Public Safety IT
iPad A1457 1st Gen Air with Wifi and Cellular	**DMPNX3RF4YF**	1	Public Safety IT

iPad A1457 1st Gen Air with Wifi and Cellular	DMPNX10CF4YF	1	Public Safety IT
iPad A1457 1st Gen Air with Wifi and Cellular	**DMPNVCSPF4YF**	1	Public Safety IT
iPad A1457 1st Gen Air with Wifi and Cellular	DMPNX0W2F4YF	1	Public Safety IT
2017 iPad 5th Gen	GCHVDAHTHLF9	1	Public Safety IT
iPad Pro 3rd Gen 13.9	**DLXXM384KC51**	1	Public Safety IT
Dell 17" Monitor	CN-0cc280-71618-661-CGJS	1	Public Safety IT
Hercules Tuff Multi Charger FAC-101A	**1473-20200508**	2	Public Safety IT
Large Round Table	N/A	2	Public Safety IT
Chair	N/A	4	Public Safety IT
Large Filing Cabinet	N/A	1	Public Safety IT
Full Sized Wooden Desk	N/A	1	Public Safety IT
Computer Dek Riser	N/A	3	Public Safety IT
motorcycle helments	Sports 9T (BC#01212)	4	Sheriffs Office
Truetrack Glucometer	jj610G0203284	11	Sheriffs Office
Door breaching ram	Model H	1	Sheriffs Office
Dell B5460 DN Printer	2FVFSS1	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LQ2303	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LR4B03	1	Sheriffs Office
Dell Optiplex 7070 Computers	5GOQH13	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LQCB03	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LM7B03	1	Sheriffs Office
Dell Optiplex 7070 Computers	GLNJB03	1	Sheriffs Office
Dell Optiplex 7070 Computers	GLQ9B03	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LR9B03	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LN4B03	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LR7B03	1	Sheriffs Office
Dell Optiplex 7070 Computers	6LN3B03	1	Sheriffs Office
Filing csbinet -3	N/A	3	Sheriffs Office
Filing cabinet - black	N/A	1	Sheriffs Office
Latitude 5501	14135	1	Tax Assessor/Collector
Latitude 5501	**14130**	1	Tax Assessor/Collector

Latitude 5501		14132	1	Tax Assessor/Collector
Latitude 5501		**14133**	1	Tax Assessor/Collector
Dell Optiplex 7070		13972	1	Tax Assessor/Collector
Dell Optiplex 7070		**16691**	1	Tax Assessor/Collector
Dell Optiplex 7060		12501	1	Tax Assessor/Collector
Dell Optiplex 7070		**16679**	1	Tax Assessor/Collector
Dell Optiplex 7070		16678	1	Tax Assessor/Collector
Dell Optiplex 7070		**12143**	1	Tax Assessor/Collector
Dell Optiplex 7070		15759	1	Tax Assessor/Collector
Dell Optiplex 7070		**16196**	1	Tax Assessor/Collector
Dell Optiplex 7070		12324	1	Tax Assessor/Collector
Dell Optiplex 7070		12323	1	Tax Assessor/Collector
Dell Optiplex 7070		16884	1	Tax Assessor/Collector
Dell Optiplex 7070		12314	1	Tax Assessor/Collector
Dell Optiplex 7070		12633	1	Tax Assessor/Collector
Dell Optiplex 7070		13810	1	Tax Assessor/Collector
Dell Optiplex 7070		12144	1	Tax Assessor/Collector
Dell Optiplex 7060		12631	1	Tax Assessor/Collector
Dell Optiplex 7010		5021	1	Tax Assessor/Collector
Dell Optiplex 7070		12326	1	Tax Assessor/Collector
Dell Optiplex 7070		12147	1	Tax Assessor/Collector
Dell Optiplex 7070		12145	1	Tax Assessor/Collector
Dell Optiplex 7070		12635	1	Tax Assessor/Collector
Dell Optiplex 7070		14209	1	Tax Assessor/Collector
Dell Optiplex 7070		13809	1	Tax Assessor/Collector
Dell Optiplex 7060		12502	1	Tax Assessor/Collector
Dell Optiplex 7070		16681	1	Tax Assessor/Collector
Misc. Cubicle pie4ces	N/A		20	Unified Road Systems
Standing temerature gauge	N/A		1	Unified Road Systems
Folding Chair	N/A		1	Unified Road Systems

Misc. Standing sign	N/A	1	Unified Road Systems

Commissioners Court - Regular Session **27.**

Meeting Date: 09/10/2024

Asset for Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 08/01/2024 - 08/31/2024.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Transfer Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:50 AM
County Judge Exec Asst.	Becky Pruitt	09/04/2024 08:53 AM
Form Started By: Koren Shannon		Started On: 08/30/2024 11:41 AM
Final Approval Date: 09/04/2024		

Monthly Report: August 2024 Court Date: 09/10/2024 Agenda #35022

Williamson County- Asset for Transfer

Column1	Column2	Column3	Column4	Column5
Item	Seriel Number	Quantity	From Dept	To Dept
Motorola APX7500 DUAL BAND - DASH MOUNT	656CRV1605	1	911 Communications	Emergency Servic

Asset Status Change

Title:	i:0#.f|membership|jeff.spencer@wilco.org - 15-08-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	MOTOROLA APX7500 DUAL BAND - DASH MOUNT
1. Manufacturer ID #:	656CRV1605 (Oracle ID 168899)
1. Oracle Asset #:	168899
1. Condition of Assets:	Working
Transferring Dept.:	911 Communications
Transferring Dept. Contact Person	Jeff Spencer
Transferring Dept. Contact Ph#:	3-1390
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Kate Wolf 8/15/2024 3:07 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Emergency Services Dept.
Receiving Department Contact Person:	Bill Zito
Receiving Dept. Contact Ph#:	512-864-8210
Receiving Dept. - Elect. Offic./Dept .Head/Auth Staff:	Bill Zito
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Bill Zito 8/22/2024 1:43 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	9/10/2024
Agenda Item:	35022

Asset Status Change

Commissioners Court - Regular Session **28.**

Meeting Date: 09/10/2024

Asset for Destruction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 08.01.24 - 08.30.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Destruction August Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/03/2024 10:21 AM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 10:45 AM
Form Started By: Koren Shannon		Started On: 08/20/2024 04:18 PM
Final Approval Date: 09/03/2024		

"August 2024 Monthly Report **Court Date:** 09.10.24

Williamson County - Assets for Destruction

Agenda #: 34926

Item	Serial Number	Quantity	Department
Desk	N/A	25	Sheriffs Office
Cabinets	N/A	11	Sheriffs Office
Tables	N/A	2	Sheriffs Office
Chairs	N/A	4	Sheriffs Office

Asset Status Change

Title:	i:0#.f|membership|dwhite@wilco.org - 18-07-2024
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	25
1. Description:	desks
1. Oracle Asset #:	Not tracked in oracle
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	11
2. Description:	cabinets
2. Oracle Asset #:	Not tracked in oracle
2. Condition of Assets:	Non-Working
3. Quantity (Mandatory):	2
3. Description:	tables
3. Oracle Asset #:	Not tracked in oracle
3. Condition of Assets:	Non-Working
4. Quantity (Mandatory):	4
4. Description:	chairs
4. Oracle Asset #:	Not tracked in oracle
4. Condition of Assets:	Non-Working
Transferring Dept.:	Sheriff's Office
Transferring Dept. Contact Person	Noah Irving
Transferring Dept. Contact Ph#:	5129435243
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✓ Pat Erickson 7/30/2024 11:29 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✗
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✗
Purchasing Final Determination	Destruction
Court Date:	9/10/2024
Agenda Item:	34926

Asset Status Change

Commissioners Court - Regular Session **29.**

Meeting Date: 09/10/2024

VSC Asset for Auction

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details for August 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

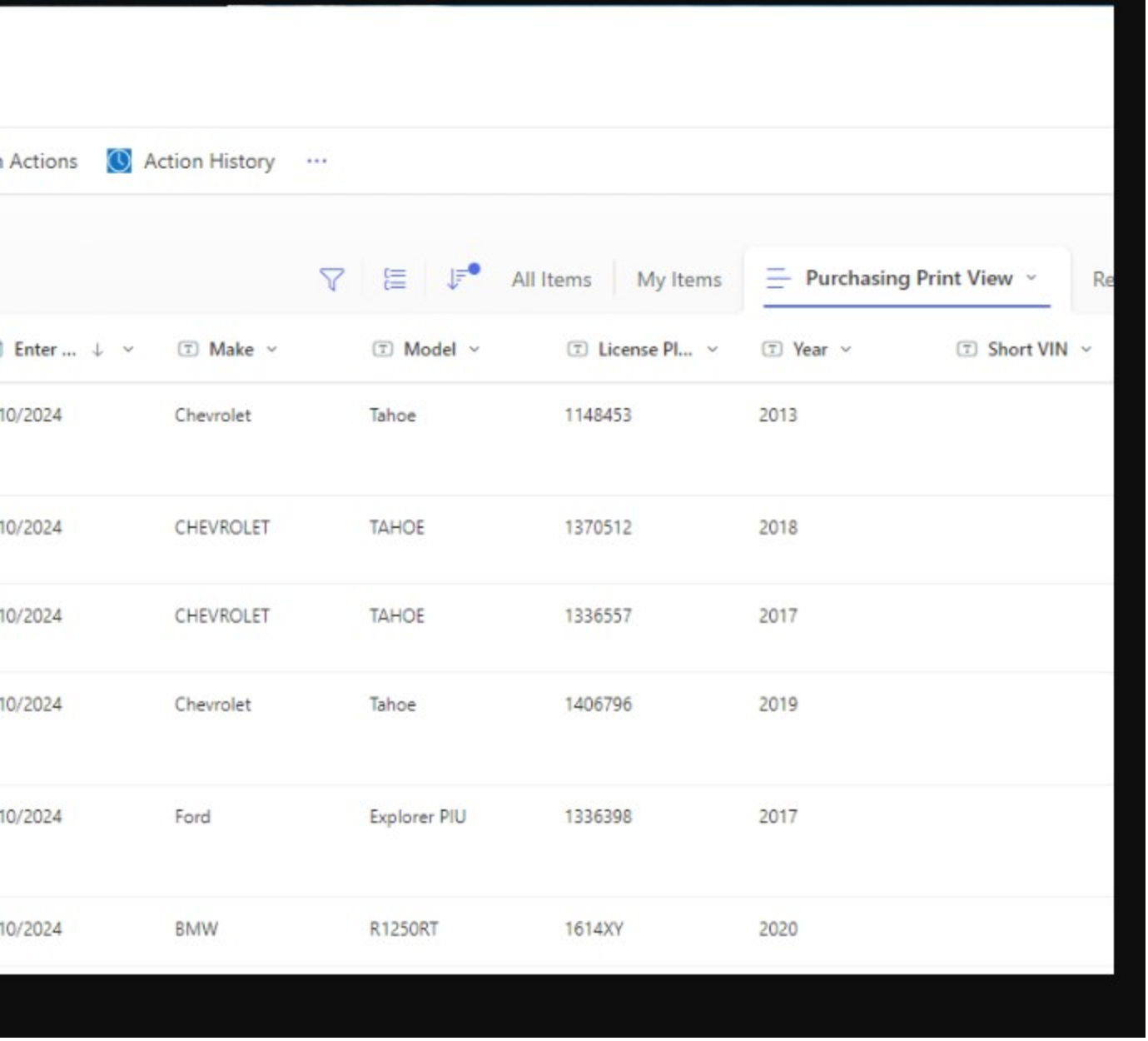
VSC Report August

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:15 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:20 PM
Form Started By: Koren Shannon		Started On: 09/04/2024 10:25 AM
Final Approval Date: 09/05/2024		

Vehicle Status Change

Departm...	Created	County VIN/Serial Number	Equipme...	Reason fo...	
882 - Fleet Services	7/18/2024 11:56 AM	1GNLC2E02DR242421	EB1313	TRANSFER (complete Receiving Department section)	9/
560 - Sheriffs Office	8/1/2024 7:43 AM	1GNLCDEC3JR252893	SB1869	NOT MECHANICALLY SOUND	9/
560 - Sheriffs Office	8/12/2024 12:06 PM	1GNLCDEC7HR227117	SB1735	NOT MECHANICALLY SOUND	9/
552 - Constable Pct 2	8/13/2024 2:43 PM	1GNLCDEC6KR273433	2B1997	REACHED OPERATIONAL LIFE EXPECTANCY	9/
581 - 911 Communications	8/15/2024 10:56 AM	1FM5K8AR8HGB92939	9B1754	TRANSFER (complete Receiving Department section)	9/
560 - Sheriffs Office	8/26/2024 3:09 PM	WB10J6304L6D43780	SE2068	ACCIDENT	9/


Actions
Action History
All Items
My Items
Purchasing Print View
Enter ...
Make
Model
License Pl...
Year
Short VIN
10/2024 Chevrolet Tahoe 1148453 2013
10/2024 CHEVROLET TAHOE 1370512 2018
10/2024 CHEVROLET TAHOE 1336557 2017
10/2024 Chevrolet Tahoe 1406796 2019
10/2024 Ford Explorer PIU 1336398 2017
10/2024 BMW R1250RT 1614XY 2020

Commissioners Court - Regular Session **30.**

Meeting Date: 09/10/2024

August 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 August 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 August Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 12:22 PM
Form Started By: Melissa East		Started On: 09/04/2024 12:11 PM
Final Approval Date: 09/04/2024		

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 AUGUST, 2024.

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 4th day of September 2024, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **08/01/2024 - 08/31/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC3	Arrest Fee - Constable 3 CCP 102.011(a)(e), 102.011(e)	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)	90.00	18	0.00	0	0.00	0	90.00	18
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	459.04	93	0.00	0	0.00	0	459.04	93
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	314.53	63	0.00	0	0.00	0	314.53	63
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	45.00	9	0.00	0	0.00	0	45.00	9
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	11,142.27	181	0.00	0	0.00	0	11,142.27	181
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)	377.15	39	0.00	0	0.00	0	377.15	39
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,572.00	185	0.00	0	0.00	0	2,572.00	185
2020LTF	Local Traffic Fine (TC 542.403)	335.15	113	0.00	0	0.00	0	335.15	113
2020STF	State Traffic Fine (TC 542.4031)	5,585.70	113	0.00	0	0.00	0	5,585.70	113
2020TPF	Time Payment Fee CCP 102.030	342.16	24	0.00	0	0.00	0	342.16	24
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)	150.00	3	0.00	0	0.00	0	150.00	3
AB	Abstract	15.00	1	0.00	0	0.00	0	15.00	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	27.46	6	0.00	0	0.00	0	27.46	6
CCB	Civil Cash Bond	428.00	1	0.00	0	0.00	0	428.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	179.67	5	0.00	0	0.00	0	179.67	5
CCOP	Civil Copies	18.50	17	0.00	0	0.00	0	18.50	17
CERT	Certified Copy	8.00	3	0.00	0	0.00	0	8.00	3
CFINE	County Fine	17,097.38	132	0.00	0	0.00	0	17,097.38	132
CHS	Courthouse Security Fee (CCP 102.017)	16.48	6	0.00	0	0.00	0	16.48	6
CHSJC	JP Security Fee (CCP 102.017)	5.49	6	0.00	0	0.00	0	5.49	6
CMAIL	Clerk Service Fee by Certified Mail or Posting	20.58	1	0.00	0	0.00	0	20.58	1
COLLFEE	Collection Agency Fee	529.20	5	0.00	0	0.00	0	529.20	5
CONT2	Constable Service Fee Pct #2	5,680.00	55	0.00	0	(80.00)	1	5,600.00	56
CVFEEOVER	Civil Overpayment Fee	80.00	1	0.00	0	0.00	0	80.00	1

Payment Report - Fee Code Summary

Deposit Date: **08/01/2024 - 08/31/2024** 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
DDF	Deferred Disposition Fee	2,642.00	24	0.00	0	0.00	0	2,642.00	24
FNTC1	Child Safety Seat Fine Trauma Center	12.50	1	0.00	0	0.00	0	12.50	1
IDF	Indigent Defense Fee (LGC 133.107)	8.97	5	0.00	0	0.00	0	8.97	5
JCTF	Justice Court Technology Fee (CCP 102.0173)	21.97	6	0.00	0	0.00	0	21.97	6
JFR	Jury Reimbursement Fee (CCP 102.0045)	17.97	5	0.00	0	0.00	0	17.97	5
JTP	Juvenile Truancy Program (CCP 102.0174)	27.46	6	0.00	0	0.00	0	27.46	6
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	4.49	5	0.00	0	0.00	0	4.49	5
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	4.49	5	0.00	0	0.00	0	4.49	5
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
JUSFC	Judicial Support Fund - County (LGC 133.105)	2.70	5	0.00	0	0.00	0	2.70	5
JUSFS	Judicial Support Fund - State (LGC 133.105)	24.26	5	0.00	0	0.00	0	24.26	5
MVF	Moving Violation Fee (CCP 102.022)	0.40	4	0.00	0	0.00	0	0.40	4
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,295.00	261	0.00	0	(5.00)	1	1,290.00	262
SB41JCSF	Justice Court Support Fund	6,475.00	261	0.00	0	(25.00)	1	6,450.00	262
SB41LAF	Language Access Fund - LGC 135.155	777.00	261	0.00	0	(3.00)	1	774.00	262
SB41SCF	State Consolidated Fee	252.00	13	0.00	0	0.00	0	252.00	13
STF	State Traffic Fee (TC 542.4031)	110.00	3	0.00	0	0.00	0	110.00	3
TCC	Truancy Court Cost (HB2398)	25.00	1	0.00	0	0.00	0	25.00	1
TCCF	Truant Conduct Contempt Fine - Child	175.00	4	0.00	0	0.00	0	175.00	4
UFA	Uniform Traffic Act (TC 542.403)	9.00	3	0.00	0	0.00	0	9.00	3
WARC2	Warrant Fee - Constable Pct. 2	124.59	3	0.00	0	0.00	0	124.59	3
WCSO	Williamson County Sheriff	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	50.00	10	0.00	0	0.00	0	50.00	10
WSF2	Constable #2 - Writ Service Fee	2,200.00	11	0.00	0	0.00	0	2,200.00	11

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	60,332.56	2,016	0.00	0	(113.00)	4	60,219.56	2,020

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 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	529.20
01-0100-0000-207034 - JP2 Cash Bonds	L-004-2-01-0100-0000-207034: 01-0100-0000-207034 - JP2 Cash Bonds	428.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	80.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	327.46
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	10,583.91
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	7,800.00
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	224.59
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	90.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	342.16
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	17,272.38
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	774.00
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	2,572.00
	0100 - General Fund Total:	41,028.70
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	21.97
	0361 - JP Security Fund Total:	21.97
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)	25.00
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	27.46
	0368 - JP-2 Truancy Program Fund Total:	52.46
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	1,290.00
	0370 - Alternate Dispute Resolution Fund Total:	1,290.00
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	21.97
	0372 - Justice Court Technology Fund Total:	21.97

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: 08/01/2024 - 08/31/2024 Case Categories: Criminal; Civil
Locations: JP2

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	8.98
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	179.67
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)	11,142.27
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	252.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	17.97
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	26.96
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	459.04
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.40
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-2-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	110.00
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	5,585.70
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	8.97
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	12.50
	0399 - State Agency Fund Total:	17,804.46
	Fee Totals for All Funds:	60,219.56

Commissioners Court - Regular Session **31.**

Meeting Date: 09/10/2024

Event Agreement for FY24 Executive Retreat

Submitted For: Bill Gravell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Event Agreement between Staccato Ranch Texas, LLC and Williamson County relating to a meeting of Williamson County Elected Officials and Department Directors that is to be conducted on September 13, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Event Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	09/05/2024 12:27 PM
Form Started By: Andrea Schiele		Started On: 09/05/2024 09:40 AM
Final Approval Date: 09/05/2024		

August 5, 2024

Williamson County
Attn: Andrea Schiele
Email: aschiele@wilco.org
Phone: (512) 943-1577

RE: Williamson County Executive Retreat

This Letter of Agreement contains detailed information for the Williamson County Executive Retreat scheduled for September 13th, 2024, at Staccato Ranch Texas, LLC ("SRTX").

You estimate 48 guests will be attending the event. A security deposit of $3,000 is required to reserve the requested dates. If a date or time change is necessary, every effort will be made to accommodate your request, however, no refund of the deposit will be provided because the event is scheduled to occur within the 30-day cancellation period.

The event will be conducted under the following guidelines:

Staccato Ranch Facilities & Amenities

Clubhouse & Pro Shop	The Clubhouse, Unlimited Lounge, and Pro Shop lounge areas will be utilized for the program, speakers, breakfast & lunch. A TV will be provided for presentation(s). AV needs must be communicated prior to event.
Facility Tours – Staccato Ranch & Staccato 2011	Staccato Ranch & Staccato 2011 tours will be available to guests throughout the event. These will be run in cycles at various times throughout the event to ensure everyone has a chance to tour.
Light Breakfast & Catered Lunch	Breakfast and snacks will be provided by Williamson County. Lunch will be catered by SRTX through Rossler's Blue Cord BBQ for $25 per person.

STACCATO RANCH

Tentative Schedule of Events

8 am	Light breakfast | Factory Tour
8:30 am	Introduction & Opening Comments
8:45-9:30	Opening Comments | Mark O'Neil
9:45 am	Break for snacks | Tour of Harbor Health Bus & Factory Tour
10 am – 12 pm	Main Program & Williamson County Business
12 pm – 1 pm	Sit-down Lunch (Staccato Unlimited Room, Mtg Room, Lounge Areas) Chair massages in the museum room (provided by Harbor)
1 pm – 2:30 pm	County Business

Fee Structure

Registration / Event Space	$6,000
Seating for 50 guests	$1,250
BBQ Lunch - $25/guest	$1,250
Light Breakfast & Snacks	Included
Event Total	**$8,500**

These charges, with credit of the deposit, can be paid with credit card or check.

STACCATO RANCH

SRTX Responsibilities

1. Provide usage of:
    a. SRTX indoor climate-controlled clubhouse area for light breakfast, presentation, speakers, sit-down lunch, socializing, and restroom facilities
2. Provide catering for light breakfast, snacks, drinks, and BBQ lunch for 50 people.
3. Provide onsite medical staff for basic first aid treatment.
4. Provide two (2) golf carts for Wilco Staff use. Provide additional carts for facility tours.
5. Provide speaker from SRTX for presentation – General Mark O'Neil, Retired General & Chairman of Prairie Fire will be on-site to give a brief welcome address to Wilco Staff.

Williamson County Responsibilities

1. Provide SRTX a draft working copy of a detailed Run of Show 14 days prior to event for SRTX planning purposes.
2. Coordinate all speakers and presentation content for Wilco staff.
3. Provide the SRTX GUEST RELEASE, HOLD HARMLESS, AND WAIVER OF LIABILITY AGREEMENT ("Liability Waiver") to every participant and provide SRTX with signed Liability Waivers for each participant before the event commences.
4. Wilco agrees to assume all liability and pay for any damage caused by a Wilco guest to SRTX's property. This agreement to pay for damages applies regardless of whether the damages are caused intentionally, willfully, recklessly, negligently, accidentally, or without any fault on the part of Wilco's guest.

STACCATO RANCH

WAIVER AND RELEASE OF LIABILITY

In consideration for SRTX allowing WILLIAMSON COUNTY and its guests to utilize the Staccato Ranch's facilities, and to observe, be in proximity to, and participate in any activity associated with the Staccato Ranch, including, but not limited to, activities associated firearms and the Range, WILLIAMSON COUNTY hereby agrees to forever release, discharge, and hold harmless SRTX, together with any of its affiliated entities, including Staccato 2011, LLC, Longhorn Precision, LLC, and Longhorn Ammunition, LLC (collectively referred to herein as "Company" or "Companies"), their owners, employees, and contractors (hereinafter referred to collectively as "Releasees") for all loss, damage, claims, potential claims, or demands, including, but not limited to, causes of action for negligence, gross negligence, strict liability, product liability, premises liability, or any other alleged theory of fault or responsibility. WILLIAMSON COUNTY further acknowledges and realizes that by signing this document, it is waiving, and contractually agreeing to waive, all rights to sue and/or bring any type of lawsuit or claim for any loss against the Companies. This Waiver and Release of Liability is for any type of lawsuit or claim, including, but not limited to, death, personal injury, eye-related or ear-related injury, emotional distress, illness, disability, or any property damage and/or loss, related in any way to WILLIAMSON COUNTY and its guests' visit to the Staccato Ranch, including, but not limited to, any activities at the Staccato Ranch, including firearms-related activities.

MISCELLANEOUS

Every term and provision of this Agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This Agreement shall be governed by Texas law, without regard to its conflict of laws rules, and all claims, controversies, disputes or suits shall be litigated exclusively in state court in Williamson County, Texas, and WILLIAMSON COUNTY agrees to be subject to personal jurisdiction in said court. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both Parties hereto.

NOTE: SRTX and Staccato 2011, LLC reserve the right to display and promote any and all sponsors of the complex during the event, including but not limited to information materials, banners and products.

Signatures

Signature _____ Date _____

Bill Gravell Jr
Williamson County Judge
bgravell@wilco.org

Signature _____ Date 9/6/2024

Austin Farmer - Director of Marketing, Memberships, and Events
Staccato Ranch Texas, LLC
(817) 845-4220
austin.farmer@staccatoranch.com

Commissioners Court - Regular Session **32.**

Meeting Date: 09/10/2024

Annual CC Date and Time Item

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any appropriate action designating Tuesdays of each month during FY 2025 as the Regular Term or Regular Meeting day of the week of the Williamson County Commissioners Court and all other meetings or sessions of Commissioners Court being Special Terms or Special Meetings; with such meetings being held in the Williamson County Commissioners Courtroom on the second floor of Williamson County Courthouse, 710 S. Main Street, Georgetown, Texas (unless otherwise amended or provided by the Williamson County Commissioners Court) [Tex. Loc. Gov't Code § 81.005].

Background

Sec. 81.005. TERMS OF COURT, MEETINGS. (a) At the last regular term of each fiscal year of the county, the commissioners court by order shall designate a day of the week on which the court shall convene in a regular term each month during the next fiscal year. If the completion of the court's business does not require a monthly term, the court need not hold more than one term a quarter. A regular term may continue for one week but may be adjourned earlier if the court's business is completed.(b) The county judge or three county commissioners may call a special term of the court. A special term may continue until the court's business is completed. A special term may be held at a meeting place located in the county and outside the county seat if:(1) the commissioners court agrees to meet in that location; and(2) the meeting place is in a building providing public access that can accommodate the number of persons expected to attend the meeting.(c) Except as provided by Subsections (b) and (f) of this section, the term shall be held at:(1) the county seat at the courthouse;(2) an auxiliary courthouse, courthouse annex, or another building in the county acquired by the county under Chapter 292, 293, or 305 or another law, that houses county administration offices or county or district courts, located inside the municipal limits of the county seat;(3) the regular meeting place of another political subdivision if:(A) the commissioners court meets with the governing body of that political subdivision located wholly or partly within the county; and(B) the regular meeting place of that political subdivision is in the county;(4) a meeting place in the county in a building owned by another political subdivision located wholly or partly in the county if:(A) the commissioners court meets with the governing body of that political subdivision;(B) the places where the commissioners court and the governing body of the political subdivision regularly hold their meetings are not large enough to accommodate the number of persons expected to attend the meeting; and(C) the meeting place in the building owned by the political subdivision is large enough to accommodate the expected number of persons; or(5) a meeting place in the county in a building owned by the county if:(A) the place where the commissioners court regularly holds its meetings is not large enough to accommodate the number of persons expected to attend the meeting; and(B) the meeting place in the building owned by the county is large enough to accommodate the expected number of persons.(d) At the first regular term of each calendar year, the commissioners court may select, on no less than seven days notice, a new site at which terms are to be held during that year pursuant to Subsection (c)(2).(e) On initial enactment of this legislation the county commissioners court may select a new site pursuant to Subsection (c)(2) on seven days notice and passage at a regular meeting of commissioners court.(f) If the commissioners court determines that in the interest of public safety the term should be held at a site other than the site selected under Subsection (d), the commissioners court may, after notice, hold a term at a different site as determined by the commissioners court.(g) Any business of the commissioners court that is required by law to be conducted at a regular term may also be conducted at any meeting of the court held on a day on which the court routinely and periodically meets, regardless of whether the periodic interval is weekly, monthly, quarterly, annually, or some other interval.(h) The commissioners court may designate a day of the week on which the court shall convene in a regular term each month other than the day of the week designated under Subsection (a).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 01:20 PM
Form Started By: Hal Hawes		Started On: 08/28/2024 11:47 AM
Final Approval Date: 08/28/2024		

Commissioners Court - Regular Session **33.**

Meeting Date: 09/10/2024

Agreement with Social News Desk

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the agreement between Williamson County and Social News Desk for a social media management tool for Public Affairs in FY25.

Background

Williamson County Public Affairs included funding in the FY 25 budget, which was approved by the Commissioners Court, to utilize Social News Desk as our social media management tool. The agreement is for FY25. Placing the item on the agenda now will give us complimentary access until Sept. 30, at which point the agreement will begin starting Oct. 1, 2024, for 12 months.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Social News Desk Agreement for FY25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:27 AM
Form Started By: Connie Odom		Started On: 08/30/2024 12:18 PM
Final Approval Date: 09/03/2024		

Williamson County TX (WILCO)

Williamson County
710 Main St
Georgetown, TX 78626
United States

Bill Gravell
County Judge
bgravell@wilco.org

Social News Desk, Inc.
550 W. Lafayette Blvd.
Detroit, MI 48226

Prepared by: Angela Schutzman
Senior Account Executive
aschutzman@socialnewsdesk.com
+12484794514

Reference: 20240809-105220323

PRODUCTS & SERVICES	QUANTITY	PRICE
Dashboard - Professional **Payment starts: October 1, 2024**	1	$3,780.00 / year for 1 year

Due now	**$0.00**

Future Payments Summary

ITEM	PAYMENT
Dashboard - Professional	$3,780.00 / year starting on October 1, 2024 for 1 payment

Usage Limits

2 Users/Unlimited Social Accounts

15% Marketing Partner Discount included

Purchase terms

Initial Subscription Term: 12 months
Term Start Date: October 1, 2024

Complimentary Access: until September 30, 2024

By signing below, Williamson County TX (WILCO) ("Customer") hereby places the above order (“Order”) with Social News Desk, Inc. (“SND”) and agrees to be bound by the SND Customer Terms of Service (https://www.socialnewsdesk.com/legal/terms-of-service).

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Bill Gravell
bgravell@wilco.org

[sig|req|signer1]

Aaron King
aking@socialnewsdesk.com

[sig|req|signer2]

Dropbox Sign

Audit trail

Title	Williamson County TX (WILCO)
File name	redir
Document ID	11c9c1c824817d46c16ea0195f61ed7e904ae309
Audit trail date format	MM / DD / YYYY
Status	● Pending signature

This document was signed on app.hubspot.com

Document History

SENT	**08 / 29 / 2024** 22:14:17 UTC	Sent for signature to Bill Gravell (bgravell@wilco.org) and Aaron King (aking@socialnewsdesk.com) from esign@hubspot.com IP: 54.174.52.20
VIEWED	**08 / 29 / 2024** 22:14:34 UTC	Viewed by Aaron King (aking@socialnewsdesk.com) IP: 24.247.2.14
SIGNED	**08 / 29 / 2024** 22:15:30 UTC	Signed by Aaron King (aking@socialnewsdesk.com) IP: 24.247.2.14
INCOMPLETE	**08 / 29 / 2024** 22:15:30 UTC	This document has not been fully executed by all signers.

Commissioners Court - Regular Session **34.**

Meeting Date: 09/10/2024

Approval of Consent to Assignment from Virgin Pulse, Inc. to Personify Health, Inc. for Human Resources/Benefits

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment between Virgin Pulse, Inc (the Assignor), and Personify Health. Inc. (the Assignee) relating to the Wellness Program Application, and authorizing the execution of the Consent to Assignment.

Background

Virgin Pulse, Inc. has changed to Personify Health, Inc. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Personify Health, Inc. The department's point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Assignment Personify Health

Form 1295 Personify Health

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:38 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:22 AM
Form Started By: Kerstin Hancock		Started On: 08/27/2024 02:11 PM
Final Approval Date: 09/03/2024		

Docusign Envelope ID: 6E72431A-0D12-40E3-A91A-299D572728B1

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Virgin Pulse, Inc. (**hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Personify Health, Inc.** (hereinafter "Assignee") in the contract(s) described as follows:

> **Contract #202191 for Wellness Program Application** by and between County and Assignor, being awarded by County to Assignor on (**June 29, 2021**) which is incorporated herein by reference for all purposes (hereinafter "Contract).

In consideration of the mutual promises and covenants contained herein, the 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, the Assignee shall fully perform all services and/or provide all goods in accordance with the terms and conditions of the Contract as if the 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.

Personify Health Confidential

Docusign Envelope ID: 6E72431A-0D12-40E3-A91A-299D572728B1

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___

Personify Health Confidential

Docusign Envelope ID: 6E72431A-0D12-40E3-A91A-299D572728B1

ASSIGNOR: Virgin Pulse, Inc.

By: DocuSigned by: F1D490718F6B498...

Printed Name: Ian O'Neill

Title: Global Head of Legal

Date: 8/26/2024 _____, 20___

ASSIGNEE: Personify Health, Inc.

By: DocuSigned by: F1D490718F6B498...

Printed Name: Ian O'Neill

Title: Global Head of Legal

Date: 8/26/2024 _____, 20___

Personify Health Confidential

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1191078

Date Filed:
07/23/2024

Date Acknowledged:
07/30/2024

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

Personify Health, Inc. (F/K/A Virgin Pulse, Inc)
Providence, RI United States

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

County of Williamson

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.

2024249
SaaS health and wellness platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
VP Parent Holdings, Inc.	Providence, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Docusign Envelope ID: 83DCB935-D2E6-44DA-9E23-BBB7C7D3DFAA

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1191078

Date Filed:
07/23/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Personify Health, Inc. (F/K/A Virgin Pulse, Inc)
Providence, RI United States

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

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.
2024249
SaaS health and wellness platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
VP Parent Holdings, Inc.	Providence, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted]

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

Executed in Denver County, State of CO, on the 30th day of July (month), 20 24 (year).

DocuSigned by:
[signature]
E4D4987A8E6D4C9...
Global Head of Legal
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **35.**

Meeting Date: 09/10/2024

Approval of the First Amendment for Virgin Pulse contract for Wellness Program Application for HR/Benefits

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 #202191, for the wellness program application with Personify Health, Inc. (f/k/a Virgin Pulse, Inc.), with a price increase per the attached documentation and spreadsheet for the term of 01/01/2025 – 07/08/2026.

Background

This is the First Amendment (Renewal) of the Wellness Program Application contract, for the same terms and conditions, but with a price increase per attached documentation. Human Resources/Benefits Department has confirmed the vendor met all the County requirements in this contract and requests renewal. The funding source is 01.0885.0885.004996. Department Point of Contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment to the Virgin Pulse

Original Agreement Virgin Pulse

Form 1295 Personify Health

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 07:48 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:47 AM
Form Started By: Cheryl Johnson		Started On: 08/07/2024 08:51 AM
Final Approval Date: 09/05/2024		

Docusign Envelope ID: 612C4298-9974-481D-B7C9-ECBDFDDBFDF9

FIRST AMENDMENT TO
THE APPLICATION SERVICE PROVIDER AGREEMENT

THIS FIRST AMENDMENT TO THE APPLICATION SERVICE PROVIDER AGREEMENT (the "**First Amendment**"), dated as of this 31st day of July, 2024, is entered into by and between Personify Health, Inc. (f/k/a Virgin Pulse, Inc.) ("**Provider**") and County of Williamson, TX ("**Client**") (collectively, the "**Parties**") and relates to the Application Service Provider Agreement entered into by and between Provider and Client, dated June 29, 2021 (the "**Agreement**"). All provisions of the Agreement shall be in accordance with the Sourcewell Personify Health Contract No. 051922-VRG.

WHEREAS, Provider and Client are desirous of amending the Agreement to, among other things, renew the Term of the Agreement; and

WHEREAS, the capitalized terms used in this First Amendment and not otherwise defined shall have the same meaning as set forth in the Agreement;

NOW, THEREFORE, in consideration of the Parties' continued business relationship, foregoing premises and the mutual promises hereinafter contained, the sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. Renewal Term. The Parties hereby mutually agree to renew the Term of the Agreement for an additional Nineteen Months ("**Renewal Term**") such that the Renewal Term shall commence on January 1, 2025, and expire on July 8, 2026, unless earlier terminated or renewed by the Parties in accordance with the terms of the Agreement.

2. Products and Services. Effective as of January 1, 2025, the "Application Service Provider Agreement Order Form" and the "Appendix A: Product Description – Virgin Pulse Engage" attached to the Agreement are hereby deleted in their entirety and replaced with the "Appendix A: Order Form", "Appendix A-1: Solution Descriptions" and "Appendix A-2: Optional Services" attached to this First Amendment.

3. Section 10 Term. Effective as of January 1, 2025, Section 10.1 Term shall be amended by deleting the sentence that starts "Neither Party will be allowed to terminate for convenience…" in its entirety.

4. Entire Agreement. The Agreement, as amended by this First Amendment, constitutes the entire understanding between the Parties relating to the subject matter hereof and is hereby ratified and confirmed by the Parties. Except as expressly amended by this First Amendment, the Agreement shall remain unchanged and shall be in full force and effect.

Signature page follows

Docusign Envelope ID: 612C4298-9974-481D-B7C9-ECBDFDDBFDF9

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this First Amendment as of the date below.

PERSONIFY HEALTH, INC.
(f/k/a VIRGIN PULSE, INC.)

DocuSigned by:
By: Ian O'Neill
901BFE66FE45422...

Name: Ian O'Neill

Title: Global Head of Legal

Date: 8/2/2024

Approved by:

DocuSigned by:
Daniel Ackerman
2C41C3E76E78401...
Daniel Ackerman

Senior Counsel

COUNTY OF WILLIAMSON, TX

By: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 612C4298-9974-481D-B7C9-ECBDFDDBFDF9

APPENDIX A: ORDER FORM

Order Form Prepared for:	**Williamson County**	Bill To Address:	100 Wilco Way Suite HR 101
Prepared By:	**Michelle Robinson**		Georgetown, TX 78626
Order Form Expiration Date:	**07/8/2026** **07/12/2024**	Contact Name:	Shelley Loughrey
		Contact Email:	sloughrey@wilco.org
		Contact Phone:	512-943-1604

This Agreement shall be legally binding as of the Effective Date and, unless terminated in accordance with the Terms & Conditions, continue until the "**Renewal Order End Date**" set forth in the table below (the "**Renewal Term**").
*Personify Health, Inc. (f/k/a Virgin Pulse, Inc.) is an authorized Sourcewell Vendor and the Pricing and Solution Descriptions detailed herein are authorized and approved via the Sourcewell Personify Health Contract No. 051922-VRG.

Selected Services & Fees

Services	Renewal Order Start Date	Renewal Order End Date	Renewal Order Term	Billing Unit	Price Per Unit	Minimum Units Committed	Estimated Units	Total Price Per Year
Platform: Engage Employees	01/01/25	07/08/26	19 months	PEPM	$3.06	1,817	2,193	$80,526.96
Platform: Spouses	01/01/25	07/08/26	19 months	PEPM	Waived	538	598	$0
Total Population Health Coaching-Employees Only	01/01/25	07/08/26	19 months	PEPY	$12.60	1,817	2,075	$26,145.00
PCP Forms	01/01/25	07/08/26	19 months	Per Unit	$8.00	N/A	2,768	$22,144.00
Custom Communications Service Credit	01/01/25	07/08/26	19 months	Annual Credit	($3,000)	1	N/A	($3,000)
Custom Communications Services	01/01/25	07/08/26	19 months	Hourly	$150	N/A	N/A	$0.00
						Year One Fees:		**128,815.96**

Payment Terms and Conditions:

1. For those Services listed above with an eligibility-based Billing Unit (as defined in the table above), the Selected Services Fees will be invoiced annually in advance on the Initial Order Start Date and on the anniversary of thereafter for the duration of the Term, based on the greater of the (a) Minimum Number of Units Committed as set forth in the Table above; or (b) the actual number of Units on record in Provider's system at the time of invoice. Any increase in the number of Billing Units above the invoiced number of Billing Units in a given year will result in a pro-rated price for such additional Billing Units for that year and invoiced quarterly.
2. Billing Definitions: PEPY = Per Eligible Per Year; PEPM = Per Eligible Per Month
3. The Communications Service Credit is annual and expires at the end of each program year. Unused credit cannot be carried over each year; it cannot be applied to non-communication related services (e.g., reporting). It cannot be applied to hard costs like printing of materials or postage for shipping, or language translation services.
4. Optional Services are as set forth in the Optional Services Attachment attached hereto as Appendix A-2. Pricing and availability as set forth in the Optional Services Attachment is subject to change and will be confirmed within an agreed upon Amendment or Statement of Work.
5. Client shall receive one (1) Reporting Dashboard License for every 1,000 Eligible Lives, up to a maximum of five (5) Reporting Dashboard Licenses per year of the Term. Additional fees shall apply in the event that Client wishes to obtain six or more Reporting Dashboard Licenses in a given year of the Term. In the event that Client wishes to obtain additional Licenses above the provided Licenses additional fees shall apply per contract year.
6. For the avoidance of doubt, the terms "Selected Services Fees" and "Subscription Services Fees" shall be used interchangeably.

APPENDIX A-1: SOLUTION DESCRIPTIONS

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Product descriptions may be updated from time to time to reflect feature changes.

PRODUCT CAPABILITIES

Platform Design & Configurations	**Branding, Theming & Content Organization** Configure platform elements to reflect your culture and brand. Align content and wellbeing pillars to your organizational focus areas. **Personalization Engine** Targeted programming and content delivered in an automated fashion to members based on their interests, health risks, & demographics to ensure a personalized experience. **Incentive Management Framework** Configure incentive structures to your requirements. Reward options can be outcomes-based, task-based, and/or points-based designs. As members engage in healthy behaviors and participate in differing activities, they can earn rewards, i.e., cash, healthcare contributions, local incentives, or store credits. Incentives can be segmented by employee group, i.e., employee vs spouse, US vs. International. Incentive management can be facilitated through the Personify Health platform and/or Personify Health can provide reporting to you to administer the incentive. **Integration Framework** Integrate specific benefits and programming to your population. Configure available programs determined by client. Integrate and promote benefits, tools, events, and information to drive awareness, usage and impact both on-platform via web & mobile and off-platform. Integrate client-specific programming as well as Personify Health partnerships with the potential for data transfer and rewarding. **Language Options** The platform and mobile app are available in the following languages: US English, UK English, Chinese (Simplified), Chinese (Traditional), French (European), French (Canadian), German, Italian, Japanese, Korean, Malay, Polish, Portuguese (Brazilian), Russian, Spanish (Latin American), Spanish (European), Swedish, Vietnamese, Dutch, Thai, and Hindi.

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Habit Building & Behavior Change Tools	**Healthy Habit Trackers** Members self-track health and wellbeing behaviors in key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness, and health conditions with the intent of prompting members to make small but daily changes in their lifestyle. **Daily Health & Wellbeing Tips** Members receive personalized daily tip cards based on their selected interests. The cards take a micro-learning and small steps approach to cue healthy actions. The tip cards encompass key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness, and health conditions. **Digital Coaching** Virgin Pulse Journeys® are daily, self-guided courses that breaks a key behavior or a larger goal into smaller achievable steps, helping people improve their health literacy and form new habits as they go. They cover a variety of lifestyle and health related topics including topics such as, nutrition, stress, finance, tobacco, and diabetes. **Sleep & Nutrition Modules** Personalized plans that provide practical guidance and a framework to adopt healthy habits with tracking tools, resources, and tips, & reminders. **Challenges** Corporate and Peer competitions that drive step increases and/or healthy habit development. Also includes promotions and configuration options. Supported challenge types include destination, staged, basic, charity, spotlight, cross-sponsor, family, and healthy habits. **Social Connections** Members can connect with colleagues, leverage a leaderboard to show activity among friends and join groups based on interests. Additionally, members can invite up to 10 Friends & Family to participate in a limited experience. **Shoutouts** An employee and peer recognition tool to facilitate a culture of recognition and appreciation and drive engagement with company values.
Assessment & Measurement	**Health Assessment – Health Check** Flagship assessment that leverages NCQA-certified content to offer members a fresh look at their lifestyle choices and personal health. **Surveys** Client-built custom surveys that can segmented and deployed through Personify Health platform. Surveys include reporting to help clients act on the insights provided by their population.
Condition Management	**My Care Checklist** My Care Checklist provides personalized reminders based on data and HEDIS measures to help members stay on top of condition-specific and preventive care actions throughout the year.

PERSONIFY HEALTH LIVE SERVICES

Personify Health Live Coaching	**Total Population Health** Live, multimodal 1:1 coaching Members are matched to a coach based on member goals and preferences across all lifestyle topics and 22 conditions. Also includes tobacco cessation coaching. Coaching may include proactive outreach to eligible members based on program design – any member can participate.

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ADMINISTRATIVE RESOURCES

Admin Portal	**Admin Portal** Program administrators can use web-based management tools to manage and segment components of their Personify Health program including calendar events to promote events broadly or to specific locations. There is also the ability to configure wellbeing pillars and topics. Administrators can create daily cards and healthy habits for their employees. Lastly, this tool may be used to deploy unlimited Destination, Basic and Healthy Habit challenges. Choose from the Personify Health Challenge Theme Library or create your own custom theme (client supplies custom content and images), and configure challenge settings (start/end dates, etc.)
Program Reporting and Analytics	**Reporting & Insights Package** Our Reporting & Insights Package offers clients a range of reporting solutions designed to streamline comprehensive insights and analytics. The package includes several Reporting Dashboards, quarterly and annual business reviews, as well as an extensive list of data extracts known as Administrative Data Extracts, Configurable Data Extracts, or Incentive Qualified Data Extracts. Our reporting deliveries offer ready-made resources that can be conveniently accessed through the client Admin Portal or securely delivered through a file transfer system. For clients with specific reporting needs beyond the standard offerings, Professional Services are provided. **Reporting Dashboards** Personify Health's reporting dashboards provide insights and analytics regarding health and wellbeing programs. Program admins will have 24/7 access to the dashboards, providing them with a range of reports on member engagement, outcomes, and the ability to tailor content and programming in real-time. Refreshed daily, metrics may be filtered by organizational hierarchy, rewards segmentation, location, and more. Reports can be exported as Excel and CSV files for easy viewing and additional analysis. At any time, sponsors can request a listing of all Reporting Dashboards currently available. **Business Reviews** Business Reviews are deep dive client reviews led by your client success manager. Reviews include trends over time in enrollment, engagement, and activity, and device usage broken down by several demographic and location/business unit segments. **Administrative Data Extracts** Personify Health provides standard back-up reports to all clients. These are called Administrative Data Extracts and are delivered monthly. Admin data extract reports are available to admins by default and can be accessed via the Report Archive within their platform account. The four default data extracts are Eligibles, Member Activation, Billable Cash Report, and Non-billable cash report. Additional information provided upon request. The following data extracts are variable based on services and are delivered upon request: Coaching Report, Subsidy Order Report, and Billable Cash FSA/HSA. Additional information provided upon request. **Configurable Data Extract** Configurable Data Extracts allow clients to configure select items, including column order, incorporation of client-specific eligibility information from the eligibility file, and unique segmentation based on data variables. With the inclusion of configurable data extracts, clients can easily tailor the layout, include relevant data, and apply segmentation to generate highly personalized extracts that precisely fit their specific needs. **Incentive Qualified Data Extract** The Incentive Qualified Data Extract is a custom data extraction file that supports the client's financial initiatives. It is designed to facilitate the disbursement of earned incentives to employees, enabling efficient transactions such as payroll deposits and HSA contributions. Additional custom reporting requests subject to scope and Professional Service fees.

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COMMUNICATIONS

Communications	**Standard Member Communications** Includes launch campaign options with emails, posters, digital displays, and leadership kit to support enrollment. Additionally, on-going auto-generated comms are delivered to individuals based on their interactions with the platform via email and/or mobile app. **Custom Communications Services Credit** The Communications Service Credit is annual and expires at the end of each program year. Applicable examples of custom deliverables include: • Modification of Catalog Email • Multi-channel Custom Comms Campaign • New Custom Email • Site Pop-Ups • In-app messages / Mobile Push Notifications • Print-Ready Posters / Digital Displays • Print-Ready Post Card • Content for Custom Challenges, Healthy Habits, and Daily Cards • Custom Video Work (travel expenses billed separately) • Third Party Expenses, such as travel, printing and translation, will be billed separately

ACCOUNT MANAGEMENT SERVICES

Account Management Services	An account manager will be responsible for proactive program management and client outreach to optimize program performance. Services will include: Recurring program strategy calls with account manager Annual program review with focus on mutually agreed upon KPI's Comprehensive annual planning process Annual review of Personify Health Product Roadmap Access to Client Service Portal, a self-service ticketing tool where clients can request feature configuration changes, custom content and support on member issues Ability to create one (1) custom Basic or Destination challenge per year for clients, as requested. Client supplies custom content and images. Ability to configure one (1) Basic or Destination challenges from the Challenge Theme Library per year for clients, as requested. For Destination challenges, client has option to supply custom destination content and images for up two (2) of the challenge locations. Client newsletter including new feature announcements and engagement promotion updates Invitation to the annual Personify Health Thrive conference

MEMBER SERVICES SUPPORT

Online Support	Members may access a knowledgebase of helpful program information and problem resolutions via the Support section of the program site or they may submit questions via the Support form.
Member Services	Provides member-level support after launch via phone (888-671-9395) and email (support@virginpulse.com) from 8am-9pm EST, Monday-Friday; and chat 2am-9pm EST, Monday-Friday.

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APPENDIX A-2: PERSONIFY HEALTH OPTIONAL SERVICES

Service/Product	Product/Service Fee	Notes
Single Sign-On	$2,500 per connection $200 per hour – custom integrations	Above ten (10) provided per the Order Form
Verified Form Processing Setup	$1,500 per setup	
Verified Form Processing	$8.00 – standard form $13.00 – nonstandard form	
HRA Processing	$30.00 – Telephonic $28.00 - Paper	
Custom Destination Challenge	$5,000 per challenge	Only applicable once client exceeds their contracted allotment
Additional Configurable Challenge	$1,500 per challenge	Only applicable once client exceeds their contracted allotment
Custom Promoted Healthy Habit Challenge	$500 per challenge	Only applicable once client exceeds their contracted allotment
Custom Data Extract	$200 per hour	For reporting needs beyond standard automated reporting capabilities (i.e., enrollment, incentives, etc.)
Max GO	$40 +s/h per device	Bulk order option available
Wireless Health Stations - Desktop	$539 per unit	Bulk order option available
Wireless Health Stations - iPad	$749 per unit	Bulk order option available
Live/Recorded Webinar	30-minute Single Session: $500 12 Session Bundle: $3,600 4 Session Bundle: $1,600	A live 30-minute session, inclusive of Q&A. Session recording is provided. Client logo included, if requested.
Concierge Onsite Health Screening	Fingerstick: $56.50 per unit Venipuncture: $61.50 per unit Cotinine only: $47.00 per unit (venipuncture only) CHEM 36 panel: $78.00 per unit	Minimum of 30 participants per event
Concierge Onsite Flu Vaccinations – LabCorp (Standalone)	$42.50 per unit	Minimum of 30 participants per event
Health & Wellbeing Program Manager	$154,000 per year – Full time $82,500 per year – Part time	Available in US; UK; AUS; SWZ; SIN; BOS
Workplace Health Coach	$143,000 per year – Full time $77,000 per year – Part time	US Only
Health & Wellbeing Specialist	$143,000 per year – Full time $77,000 per year – Part time	Available in US; UK; AUS; SWZ; SIN; BOS
Engagement Specialist	$35,000 per year	Available in US; UK; AUS; SWZ; SIN; BOS
Reporting Dashboard License	$300 per license per year	
Premier Support Services	10% of Selected Services Fees (Engage/Ignite)	(only applies to Clients with ARR over $500,000)

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Application Service Provider Agreement Order Form: Virgin Pulse Engage

Order Form Prepared for:	Williamson County	**Bill To Address:**	100 Wilco Way, Suite HR101
Expiration Date:	7.16.2021		Georgetown, TX 78626
Prepared By:	Rachel Grossman	**Contact Name:**	Shelley Loughrey
		Contact Email:	Sloughrey@wilco.org
		Contact Phone:	512-943-1604

This Order Form and all accompanying appendices shall be referred to as the "Agreement."

The Initial Term of this Agreement will commence on the Effective Date and will expire on the Initial Order End Date.

The Effective Date of this Order Form is the last date it is signed by both parties below.

Virgin Pulse is an authorized Sourcewell Vendort and the Pricing and Product Descriptions detailed herein are authorized and approved via the Sourcewell Virgin Pulse Contract No. 102518-VRG.

Subscription Services

Services	Initial Order Start Date	Initial Order End Date	Initial Order Term (years)	Per Eligible Per Year Price	Minimum Eligible Lives	Estimated Eligible Lives	Total Price per Year
Engage Platform – Employees & Retirees	1/4/2022	12/31/2024	3 years	$2.97	1,620	1,800	$64,152
Engage Platform – Spouses + Domestic Partners (**fees waived**)	1/4/2022	12/31/2024	3 years	3	--	--	$0
						Total Per Year:	**$64,152**

Additional Services

Services	Billing Type	Per Unit Price	Estimated Quantity	Total
Implementation	Per Unit	$3,500	1	$3,500
Custom Communications Service Credit	Annual Credit	$3,000	1	--
Custom Reporting Service Credit	Annual Credit	$3,000	1	--
Single Sign On – 1inbound + 5 outbound included	NA	NA	TBD	-
			TOTAL FIRST YEAR COST	**$67,652**

Payment Terms and Conditions:

1. Pricing assumes an initial contract term of three (3) years.
2. The Subscription Services Fees will be invoiced monthly in advance based on the actual number of Eligible Lives on record in Provider's system at the time of invoice.
3. The initial Subscription Services Fees invoice under this Order Form shall be issued on the Initial Order Start Date. Thereafter, the invoices shall be issued every month following the Initial Order Start Date for the period of the Term.

4. All Subscription Services fees shall be due and payable within thirty (30) days of the date of the invoice.
5. The Implementation fees will be invoiced on the Contract Effective Date (date contract is fully executed).
6. The Custom Communications Service Credit is annual and expires at the end of each program year. Unused credit cannot be carried over each year; it cannot be applied to non-communication related services (e.g., reporting). It cannot be applied to hard costs like printing of materials or postage for shipping. All work exceeding the credit is billed at $150 per hour.
7. The Communications Reporting Services Credit is annual and expires at the end of each program year. Unused credit cannot be carried over each year; it cannot be applied to non-reporting related services (e.g., communications). It cannot be applied to hard costs like printing of materials or postage for shipping. All work exceeding the credit is billed at $200 per hour.
8. All Additional Services fees are due and payable within thirty (30) days of the invoice.

OPTIONAL RECOMMENDED SERVICES

Services	Billing Type	Per Unit Price	Estimated Quantity	Total
Tobacco Cessation Coaching	Per Participant Per Year	$205	TBD	-
Nicotine Replacement Therapy (NRT) - Up to two (2) month supply of patches, lozenges or gum shipped directly to member's home address. Patches – 21 mg, 14 mg and 7 mg doses (to cover low, medium, and heavy tobacco use) Gum and Lozenges – 4 mg and 2 mg doses	Per Shipment Up to 2 one-month supplies offered to participants per program year (shipping included)	$58	TBD	-
Form Processing Set-up (e.g., to receive forms from physicians)	Per Unit – One-time	$1,500	TBD	-
Biometric Screening via Physician Form	Per Form Processed	$5.00	TBD	-
Single Sign On (above the 1 inbound + 5 outbound included in base pricing)	Per Connection	$2,500	TBD	-
Program vouchers (to reward employees for participating in off-platform events)	Per Voucher	$.05	TBD	-

The parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

CLIENT: **COUNTY OF WILLIAMSON, TX**

By (Signature): Bill Gravell (Jun 29, 2021 15:31 CDT)

Name (Printed): Bill Gravell

Title: County Judge

Date: Jun 29, 2021

VIRGIN PULSE, INC.

By (Signature): DocuSigned by: Kim Stephan DC1FCE2159E44DA...

Name (Printed): Kim Stephan

Title: General Counsel

Date: 6/20/2021

DocuSigned by: Gina Simonelli Baxter 886F139814614BA...

Assistant General Counsel

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APPENDIX A: PRODUCT DESCRIPTION – VIRGIN PULSE ENGAGE

Virgin Pulse Engage is a total employee wellbeing solution that drives sustainable, long-term behavior change, increases productivity and strengthens workforce cultures by providing daily engagement tools, personalized program recommendations, targeted communications and daily habit-building activities. The integrated platform drives higher participation across all your HR programs and benefits. Engage is delivered through a web and mobile (iOS and Android) platform with success services for implementation, ongoing client success, member engagement and member support. The product description below may be updated from time to time to reflect feature changes.

STANDARD PRODUCT CAPABILITIES

Platform Design & Configurations	**Configure your platform based on your wellbeing goals to drive participation and improved health outcomes. Leverage incentives and personalized content & programming to motivate your employees.**
	Branding, Theming & Content Organization Configure platform elements to reflect your culture and brand. Align content and wellbeing pillars to your organizational focus areas.
	Personalization Engine Targeted programming and content delivered in an automated fashion to members based on their interests, health risks, & demographics to ensure a personalized experience.
	Incentive Management Framework Incentive structures are configured to your requirements. Reward options can be outcomes-based, task-based, and/or points-based designs. As members engage in healthy behaviors and participate in differing activities, they have the opportunity to earn rewards, i.e. cash, healthcare contributions, local incentives, or store credits. Incentives can be segmented by employee group, i.e. employee vs spouse, US vs. International. Additionally, the incentive management can be facilitated through the VP platform and/or VP can provide reporting to you to administer the incentive.
	Integration Framework Ability to integrate specific benefits and programming made available to your population. Configuration of available programs determined by client. Integrate and promote benefits, tools, events and information to drive awareness, usage and impact both on-platform via web & mobile and off-platform. The client has the ability to integrate client-specific programming as well as Virgin Pulse partnerships with the potential for data transfer and rewarding.
	Language Options The platform and mobile app are available in the following languages: US English, UK English, Chinese (Simplified), Chinese (Traditional), French (European), French (Canadian), German, Italian, Japanese, Korean, Malay, Polish, Portuguese (Brazilian), Russian, Spanish (Latin American), Spanish (European), Swedish, Vietnamese, Dutch, and Thai.
Habit Building & Behavior Change Tools	**Daily trackers, content and activities to help members adopt and maintain healthy daily routines.**
	Healthy Habit Trackers Members self-track health and wellbeing behaviors in key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness and health conditions. They support successful behavior change by triggering members to make small but daily changes in their lifestyle.
	Daily Health & Wellbeing Tips Members receive personalized daily tip cards based on their selected interests. The cards take a micro-learning and small steps approach to cue healthy actions. The tip cards encompass key areas: activity, nutrition, learning, sleep, community, relationships, stress, productivity, financial wellbeing, safety, sustainability, diversity, inclusion, effectiveness and health conditions.
	Digital Coaching Virgin Pulse Journeys® are daily, self-guided courses that help employees successfully form and adopt new healthy habits. Each Journey breaks a key behavior or a larger goal into smaller achievable steps, helping

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	people improve their health literacy and form new habits as they go. They cover a variety of lifestyle and health related topics including topics such as, nutrition, stress, finance, tobacco, and diabetes.
	Guides and Resources Personalized plans that provides practical guidance and a framework to adopt healthy habits with tracking tools, resources and tips, & reminders.
	Challenges Corporate and Peer competitions that drive step increases and/or healthy habit development. Also includes promotions and configuration options. Supported challenge types include: destination, staged, basic, charity, spotlight, and healthy habits.
	Social Connections Members can connect with colleagues, leverage a leaderboard to show activity among friends and join groups based on interests. Additionally, members can invite up to 10 Friends & Family to participate in a limited experience.
Assessment & Measurement	**Tools to help survey the member population as well as help members assess their health status and risks.**
	Health Assessment – Health Check Flagship assessment that leverages NCQA-certified content to offer members a fresh look at their lifestyle choices and personal health.
	Surveys Client-built custom surveys that can segmented and deployed through VP platform. Surveys include reporting to help clients take action on the insights provided by their population.
Condition Management	**Resources to support members in addressing and preventing potential conditions; benefit simplification.**
	My Care Checklist My Care Checklist provides personalized reminders based on data and HEDIS measures to help members stay on top of condition-specific and preventive care actions throughout the year.

ADMINISTRATIVE RESOURCES

Admin Portal	**Admin Portal** Program administrators can use web-based management tools to manage and segment components of their Virgin Pulse program including calendar events to promote events broadly or to specific locations. There is also the ability to configure wellbeing pillars and topics. Administrators can create daily cards and healthy habits for their employees. Lastly, this tool may be used to deploy unlimited Destination, Basic and Healthy Habit challenges. Choose from the Virgin Pulse Challenge Theme Library or create your own custom theme (client supplies custom content and images), and configure challenge settings (start/end dates, etc.)

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Program Reporting & Analytics	**On-Demand Reporting**
	Program administers will have 24/7 access to on-demand, self-serve analytics dashboard to configure and access a range of reports, track member engagement, measure outcomes, and tailor content and programming in real-time. Refreshed daily, metrics may be filtered by organizational hierarchy, rewards segmentation, and many other attributes, providing all the information necessary to manage diverse populations. Reports can be explored as Excel, CSV, and PowerPoint files for easy viewing and additional analysis.
	
	On-Demand Reporting Dashboards Include:
	• **Participation:** Easy to access and highly visual key metric overview gives you the pulse of your program and your workforce with real-time participation, engagement and location-specific reporting that help you put your data to work for your organization.
	  ○ At-a-Glance Executive View
	  ○ Enrollment
	  ○ Engagement
	• **Risk:** Virgin Pulse Analytics eliminates data silos by bringing all your biometric solutions together on one platform for a complete view into your population's risk profile.
	  ○ HRA
	  ○ Biometrics
	• **Utilization:** Deep engagement and participate metrics deliver valuable insight into the wellbeing areas of highest interest to your employees.
	  ○ Levels and Incentives
	  ○ Corporate Challenges
	  ○ External Programs
	  ○ Topics

	Self-Serve Data Extracts Monthly member-level reporting automatically uploaded to Program administrators account to support internal reporting needs. • Eligibility Report • Member Activation • Billable Cash Earned Report • Non-Billable Cash • Device Subsidy Orders Month End *(if applicable)* • Coaching Month End (*if applicable)*
	Standard Data Extracts Monthly member-level reporting available upon request. Delivered for current reported month and in standard file format only. Client Success Manager will work with Program Administrator to determine applicable reports and cadence. • Challenge Activity • Healthy Habit Tracking • Levels & Points • Activity Complete • Aggregated Rewards Trigger • Device Subsidy and Shipping • Reward and Incentive • Drawing File • Billable Cash • Tobacco

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	Claims Reporting Medical and pharmaceutical PDF report aggregating claims risk, conditions, gaps and gaps in closure for participants and non-participants within cohort and total population.
	Client Reviews Strategic review of all programming delivered with insightful recommendations. The Virgin Pulse Client Success team follows a consultative and collaborative support methodology. The Client Review is a critical part of the process and a key time for an in-depth analysis of data sets and KPIs relevant to your organization. Your Client Success Manager (CSM) will present an exhausted, detailed analysis across all your program data, evaluate and uncover program highlights, trends, insights and opportunities, review strategic recommendations, detailed plans and Virgin Pulse product roadmap.
	Custom Reporting Services Credit The Custom Reporting Service Credit is annual and expires at the end of each program year. Clients may apply the credit towards the creation of any custom report type not available as standard. Any custom reporting outside of the credit will be billed at $200/HR.

COMMUNICATIONS

Communications	**Standard Member Communications** Includes launch campaign options with emails, posters, digital displays, and leadership kit to support enrollment. Additionally, on-going auto-generated comms are delivered to individuals based on their interactions with the platform via email and/or mobile app.
	Custom Communications Services Credit The Communications Service Credit is annual and expires at the end of each program year. Applicable examples of custom deliverables include: • Modification of Catalog Email • Multi-channel Custom Comms Campaign • New Custom Email • Site Pop-Ups • In-app messages / Mobile Push Notifications • Posters / Digital Displays • Print-Ready Post Card • Content for Custom Challenges, Healthy Habits, and Daily Cards • Language Translations • Custom Video Work (travel expenses billed separately)

CLIENT SUCCESS SERVICES

Client Success Services	A client success manager will be responsible for proactive program management and client outreach to optimize program performance. Services will include: • Recurring program strategy calls with client success manager • Annual program review with focus on mutually agreed upon KPI's • Comprehensive annual planning process • Annual review of Virgin Pulse Product Roadmap • Access to Client Service Portal, a self-service ticketing tool where clients can request feature configuration changes, custom content and support on member issues • Ability to create one (1) *custom* Basic or Destination challenge per year for clients, as requested. Client supplies custom content and images. • Ability to c*onfigure* one (1) Basic or Destination challenges from the Challenge Theme Library per year for clients, as requested. For Destination challenges, client has option to supply custom destination content and images for up two (2) of the challenge locations. • Monthly newsletter including new feature announcements and engagement promotion updates • Two passes to the annual Virgin Pulse Thrive conference

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MEMBER SERVICES SUPPORT

Online Support	Members may access a knowledgebase of helpful program information and problem resolutions via the Support section of the program site or they may submit questions via the Support form
Member Services	Provides member-level support after launch via phone (888-671-9395) and email (support@virginpulse.com) from 8am-9pm EST, Monday-Friday; and chat 2am-9pm EST, Monday-Friday.

IMPLEMENTATION SERVICES

Implementation Services	All clients have a designated Implementation Project Manager who is responsible for facilitating and coordinating execution of program launch. Services include: • Designated Implementation Project Manager • Scheduled implementation meetings with client and any 3rd party vendors • Platform design consulting & forecasting • Facilitation of IT requirements review and validation • Setup, mapping, and testing of initial eligibility file and ongoing eligibility file process • Configuration and QA of Virgin Pulse platform and client's program design • Setup of applicable reward redemption options and ecommerce store • Coordination, setup and testing of file integrations with client's 3rd party vendors • Coordination of communications strategy; delivery of Launch Comms & Champions pre-launch *[if applicable]* • Configuration of initial corporate challenge • Coordination of device fulfillment & logistics if applicable

OPTIONAL PROFESSIONAL SERVICES (ADDITIONAL FEES APPLY)

Inbound Single Sign-On Connection	Identity Provider (IdP) initiated SAML 2.0 SSO implementation
Outbound Single Sign-On Connection	SAML 2.0 SSO implementation from Virgin Pulse platform to client's third-party partner for authentication purposes (passing unique member ID and company identifier in token).
Custom Reporting	Development of custom reporting to client specifications
Custom Data Integration	Development of data integrations with 3rd parties as requested by client.
Verified Form Processing	Includes verification of provider signature/stamp and triggering of associated reward for single activity, multiple activities, or PCP/biometrics intake.
Do-It-Yourself Event	Do-it-Yourself event kit for 500 people. Everything a client needs to host an event for 500 people, including prizes, collateral, posters, etc.

OPTIONAL VIRGIN PULSE HARDWARE – ACTIVITY TRACKERS & HEALTH STATIONS (ADDITIONAL FEES APPLY)

Virgin Pulse Hardware Tracking Devices	**Max Buzz** An activity and sleep tracking device with vibrating alerts for alarms and phone calls/text messages.
Virgin Pulse Hardware Health Stations	**Health Station** Biometric screening station for employees to easily upload weight, blood pressure, and BMI. Available as Desktop or iPad.

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APPENDIX B: VIRGIN PULSE INC. TERMS & CONDITIONS

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined on the Order, have the meanings set forth in this Section 1.

1.1 "***Addendum***" shall mean any addendum to this Agreement, and may include, without limitation, Provider's standard Statement of Work ("SOW").

1.2 ***"Administrative Vendor(s)"*** shall mean any third-party vendors used by Provider to operate and support the Application Services, Software and Virgin Pulse Program for Provider's entire book of business.

1.3 "***Application Services***" shall mean the services and Software described in Appendix A and Provider content provided by Provider by means of access to certain content and use of the features and functionality of software applications available and accessible within the Provider web sites (the "***Application***" or **"*Platform*"**).

1.4 "*Authorized Partner(s)"* shall mean any of the third-party partners Provider can refer Client to for the provision of additional services to be integrated and expand the Virgin Pulse Program. Client shall contract with and be invoiced by such Authorized Partners directly.

1.5 "*Blocked Person"* shall mean any individuals, entities or organizations subject to sanction by the US Department of Commerce, the US Department of State, the US Department of the Treasury or any other agency of the US government (a consolidated list of such persons being available at https://www.export.gov/csl-search), the United Nations, the European Union or the United Kingdom.

1.6 "*Certified Partner(s)"* shall mean any of the third-party strategic partners Provider can offer directly to Client for the provision of additional services to be integrated and expand the Virgin Pulse Program.

1.7 "***Client Brand***" shall mean any one or more of the trademarks, service marks, trade names, domain names, logos, business and product names, slogans, and registrations and applications for registration thereof owned by Client as of the Effective Date.

1.8 "***Client Data***" shall mean the data, media and content provided by Client for use with the Application Services that are accessible through the Application Services.

1.9 "***Confidential Information***" shall have the meaning set forth in the non-disclosure agreement entered into by the Parties, or in the absence of such a non-disclosure agreement will mean all written or oral information, disclosed by either Party to the other, related to the corporate affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

1.10 "*Connected Partner(s)"* shall mean any of Client's third-party vendors, with whom Client has a direct relationship, that Client requests be integrated or connected, as applicable in the context of the services offered by such Connected Partners, to the Virgin Pulse Program.

1.11 "*Documentation*" shall mean documentation related to Client's access to the Software and use of the Application Services delivered by Provider to Client, as updated by Provider from time to time.

1.12 ***"Effective Date"*** shall mean the last date on the signature block on the Order Form.

1.13 "***Eligible***" or "***Eligibles***" shall mean Client employees, employee beneficiaries, and retirees and/or spouses of Client (when applicable), who are eligible to enroll in the Virgin Pulse Program.

1.14 "*Embargoed Jurisdiction*" shall mean those countries or jurisdictions subject to embargo by the United States, including the Crimea region, Cuba, Iran, North Korea and Syria.

1.15 "***Initial Order Start Date***" shall mean the anticipated date on which Provider will launch or otherwise make the Application Services and the Pulse Program available to the participating Members, as designated on the Order Form.

1.16 "***Member***" shall mean an authorized Eligible enrolled in the Virgin Pulse Program having access to the Application Services, provided that persons under contract with Client may not be Members unless the same have entered into a binding agreement to maintain the confidentiality of the Access Protocols and all Provider Confidential Information, for example, by agreeing to the Membership Agreement through enrollment in the Virgin Pulse Program accessible through the Application Services. The term "Guest" shall mean those persons invited by such Members to participate in a more limited version of the Virgin Pulse Program, and Client shall have no responsibility or liability with regard to Guests, any services or products provided to Guests, or any activities of Guests.

1.17 "*Member Data*" shall mean any information entered by Members into the Application Services, or information for which Member has provided its consent to be shared. By way of example, if a Member consents to the provision by a Biometrics provider of its data to Provider, such data shall be considered "Member Data" under the terms of this Agreement.

1.18 ***"Member Policies"*** shall mean the Virgin Pulse Membership Agreement, Privacy Policy and any additional legal notices provided by Provider during enrollment, and as updated from time to time.

1.19 ***"Provider"*** shall mean Virgin Pulse, Inc. and its predecessors and successors in interest.

1.20 "***Software***" shall mean the object code version of the proprietary computer software whose use is contemplated by the Application Services, including but not limited to the VPSync application, and any subsequent revisions or modifications thereto which are furnished to Client by Provider. The term Software does not include any proprietary software of a Third Party.

1.21 "***Subscription Services Fees***" shall mean those fees payable per Eligible per year for access to the Virgin Pulse Program.

1.22 "*US Export Controls and Trade Sanctions*" shall mean all laws, regulations and orders of the United States relating to export controls and trade sanctions, including but not limited to the Export Control Reform Act of 2018, the Trading with the Enemy Act (50 U.S.C. App. 1 et seq.), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701-1707), and any regulations or orders issued pursuant thereto,

including but not limited to the Export Administration Regulations (15 C.F.R. Parts 730-774) and the economic sanctions and embargoes programs administered by the U.S. Treasury Department's Office of Foreign Assets Control (31 C.F.R. Part 501 et seq.).

1.23 "***Virgin Pulse Program***" shall mean a proprietary, interactive health and fitness program, including the Application, which provides Eligibles with incentives for increased activity and healthy behaviors; as applicable, interactive challenges to improve the Members engagement; and a combination of activity and biometric tracking devices, along with a personalized online program portal, to help Members monitor their daily activity and track measurable health outcomes.

2. ACCESS, USE AND MEMBERS.

2.1 Provision of Access for Member. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Client a non-exclusive, non-transferable, (a) object-code only license to use the Software, and (b) right to permit access to the Application Services for the number of Members specified on the Order Form, for which you have paid the applicable fees solely in accordance with the terms and conditions of this Agreement and the Membership Agreement. On or as soon as reasonably practicable after the Effective Date, Provider shall provide to Client the necessary passwords, security protocols and policies and network links or connections (the "***Access Protocols***") to allow Client to access the Application Services. Provider shall also provide Client the Documentation to be used by Client in accessing and using the Application Service.

2.2 Usage Restrictions. Client will not (a) copy or duplicate the Application or Software; (b) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Application Services or Software is compiled or interpreted; (c) modify the Application Services or Software or the Documentation, or create any derivative product from any of the foregoing, except with the prior written consent of Provider; or (d) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Client's rights under Sections 2.1 or 2.2. Client will ensure that its use of the Application Services and the Documentation and all Client Data complies with all applicable laws, statutes, regulations or rules. Client shall notify Provider immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

2.3 US Export Controls and Trade Sanctions Compliance. Client will not request access to the Application Services for any Eligibles or request integrations with any Connected Partners who would be prohibited from receiving goods or services from the Provider pursuant to US Export Controls and Trade Sanctions, including but not limited to Blocked Persons or persons who are located in Embargoed Jurisdictions. Provider shall be under no obligation to provide such persons with access to the Application Services.

2.4 Retained Rights; Ownership.

(a) Subject to the rights granted in this Agreement, Client retains all right, title and interest in and to the Client Brand and Client Data, and Provider acknowledges that it neither owns nor acquires any additional rights in and to the Client Brand or Client Data not expressly granted by this Agreement. Client is solely responsible for all Client Data. Provider further acknowledges that Client retains the right to use the Client Brand and Client Data for any purpose in Client's sole discretion. Subject to the foregoing, Client hereby grants to Provider a non-exclusive, non-transferable right and license to use the Client Brand and Client Data during the Term for the limited purposes of performing Provider's obligations under this Agreement.

(b) Subject to the rights granted in this Agreement, Provider retains all right, title and interest in and to the Application Services, Software, and the Documentation, and Client acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Client further acknowledges that Provider retains the right to use the foregoing for any purpose in Provider's sole discretion.

3. PROVIDER OBLIGATIONS.

3.1 Implementation Services. Client understands that, before access to the Application Services can be provided to Client, Client's systems may require configuration, and will in any case require the performance of various services to prepare Client's systems for such purposes, and that Provider's systems may also require preparation in order to configure and prepare the Application for use under the terms of the Agreement as contemplated hereunder. Such services are included in the Implementation Services Package.

3.2 Professional Services. Client acknowledges that in the event that Client desires that Provider perform additional professional services, the Parties will negotiate an appropriate "Work Statement" setting forth a plan pursuant to an executed SOW. Notwithstanding the foregoing, Client acknowledges that Provider will have no obligation to perform any services under SOW unless and until engaged to perform such services in an Addendum to this Agreement.

3.3 Client Success Manager and Technical Support. Provider will make available to Client a Client Success Manager who will oversee services related to the Application Services. Provider will provide monthly reports to Client specifying the number of Members and as requested, to the extent permitted by applicable law and the Member Policies, each Member's level of attainment. Provider provides certain support services as part of the Application Services. However, Client may request for Provider to provide additional technical support services resulting in additional professional services related to Client's use of the Application Services. Provider agrees to provide such professional services as agreed by the Parties; provided the Client has also executed the applicable SOW. Until the Client has ordered technical support, Provider shall only provide the limited support it normally provides to its customers generally as part of the Application Services.

3.4 Claims for Incentives. Provider will make an initial determination of whether Members have earned and are entitled to incentives under wellness programs administered as part of the Application Services. Provider's role in administering claims for incentives is purely ministerial, and performed within a framework of policies, interpretations, rules, practices and procedures made or adopted by Client. Provider will only have authority to construe the provisions of the wellness program approved by Client and determine whether a claim for incentives is eligible to be granted in accordance with the terms of the Virgin Pulse Program and this Agreement. Upon determination on request of a Member that the Member has not earned or is not entitled to incentive under a wellness program, Provider will provide a claims denial notice in the

form and manner directed by Client. If and to the extent that any wellness program made available by Provider is part of a group health plan, Client shall administer any appeal process and retains ultimate authority, discretion and responsibility for the group health plan.

3.5 Content Providers. Provider may include information, data, subject matter, content and substance within its Products provided by or delivered through independent sources (collectively, "Content Providers"). Provider shall make commercially reasonable efforts to ensure that such providers leverage data sources, decision trees, patient instructions, and other information developed by credible sources.

3.6 Provider Status. In providing Application Services under this Agreement, Client acknowledges and agrees that neither Provider nor any independent contractors performing Services on Provider's behalf are acting as a fiduciary of any employee welfare benefit plan, and neither Client nor Client's welfare benefit plan(s) shall name Provider as a plan fiduciary. Provider does not have and shall not have any power to make any decisions as to plan benefits, policies, interpretations, practices or procedures. Client acknowledges and agrees that Provider does not have nor exercise any discretionary authority or control respecting management or administration of Client's employee welfare benefit plans nor the funding or disposition of assets under such plan, such authority and control being retained by Client.

3.7Additional Services. The Parties acknowledge and agree that Provider may provide additional services, including those set forth on the Order Form. Unless otherwise agreed pursuant to a SOW executed by the Parties, Provider shall have no obligation to provide any such services, including training, consulting, or customization support with respect to the Virgin Pulse Program. Certain services available through Provider may be subject to additional terms other than those set forth in this Agreement.

3.8 Portable Devices. Provider will provide portable monitoring devices (each a "***Portable Device***"), for a specified fee as listed in the Order Form or as may be updated by Provider in the Membership Agreement, to each Member to track the daily activity of such Members. All obligations with respect to delivery and use of the Portable Devices shall be subject to the Membership Agreement. The Parties acknowledge and agree that Provider may charge additional fees for the deployment of such Portable Devices which price lists may be modified from time to time in Provider's sole discretion. Provider shall not be required to provide a Portable Device to any Eligible or other person in violation of US Export Controls or Trade Sanctions, including but not limited to persons who are Blocked Persons or who are located in an Embargoed Jurisdiction.

3.9 Rights with Respect to Errors or Unauthorized Use. The Parties acknowledge and agree that Provider, in the exercise of Provider's sole discretion, shall be permitted to adjust, remove, or otherwise alter rewards accumulated by Members in error or in a manner that violates the Membership Agreement or have otherwise been accumulated in a fraudulent or dishonest manner.

4. CLIENT OBLIGATIONS.

4.1 Member Access to Services. Subject to the terms and conditions herein, Client may permit the Members to access and use the features and functions of the Application Service only through the Access Protocols. Client shall be responsible for screening its Eligibles and, as applicable, Connected Partners to ensure they are not Blocked Persons nor are they located in any Embargoed Jurisdictions.

4.2 Client Assistance. Client shall make available in a timely manner at no charge to Provider all content, graphic files, Client Data, Client Brand information or other information and resources of Client required by Provider for the performance of its obligations under this Agreement. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such content, materials and information supplied by Client. Client shall also be solely responsible, at its own expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Members to connect to, access, and use the Application Services.

4.3 Provision of Data. Promptly after the Effective Date and on a monthly basis thereafter, Client shall provide Provider, consistent with state privacy laws, with accurate information including the number and names of Eligibles, contact information for such Eligibles such as an email address, and an initial eligibility file thirty (30) days prior to the Initial Order Start Date that discloses the Eligibles and includes at least the following information: the Eligibles' last name, first name, date of birth, gender, unique employee identifying number, if applicable, and any other information necessary to enable Provider to administer the Virgin Pulse Program and to provide the Application Services required by this Agreement. Provider, under certain limited circumstances, may be required to share this information for the provision of biometric services to fulfill its obligations under this Agreement or any additional Statement of Work. Provider may be further required to share this information to Authorized Partners, Connected Partners and Certified Partners to fulfil its obligations under this Agreement or any additional Statements of Work. This information and any Eligible additions and terminations shall be kept current on at least a monthly basis and, unless otherwise agreed upon by the Parties, shall be provided by Client to Provider by the fifteenth (15) day of each month during the Term. Client shall be responsible for any errors with respect to the information provided, including any failure to report employee terminations, or termination of an Eligible from participation in the Virgin Pulse Program. The Parties acknowledge and agree that such information set forth above shall be deemed Client Data and shall be treated as Client's confidential information under this Agreement.

4.4 Client Data. Client shall be responsible for all changes to and/or deletions of Client Data and the security of all passwords and other Access Protocols required in order to access the Application Services. Client hereby represents and warrants that it owns or otherwise has sufficient right to grant Provider access to and use the Client Data in accordance with the terms of this Agreement. Client will be solely responsible for the accuracy and completeness of the Client Data. Client acknowledges and agrees that Provider's obligation to maintain any Client Data obtained in the course of performance of the Application Services shall not extend beyond the Term of this Agreement.

4.5 Member Data. Members will have access solely to their individual Member Data and such data will be protected in accordance with applicable laws and the terms of the Member Policies.

4.6 Browser Requirements. Provider will share any applicable information pertinent to Browser Requirements as part of its IT Specifications Documentation.

4.7 New Versions. Provider shall, within its sole discretion, release new versions of the Virgin Pulse Platform, which the Client, at the sole discretion of the Provider, must transition to within six (6) months of said release, unless otherwise agreed to in writing by the Parties.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. In consideration for the access rights granted to Client and the services performed by Provider under this Agreement, Client will pay to Provider, without offset or deduction, all fees as may be determined by reference to the pricing proposal, as described below and as attached hereto as the Order Form. All fees shall be due and payable within thirty (30) days of the date of Provider's invoice.

a) Subscription Services Fees. Unless otherwise specified on the Order Form, all Subscription Services Fee invoicing shall commence upon the earlier of (a) Initial Order Start Date, or (b) the date that is one hundred and twenty (120) days following the Effective Date.

b) Implementation Services Fees. Unless otherwise specified on the Order Form, all Implementation Services Fee invoicing shall commence on the Effective Date.

c) Professional Services Fees shall be due and payable as detailed in the applicable SOW.

5.2 Client Operating Expenses. Client will bear all expenses incurred in performance of its obligations hereunder, including, without limitation, through use by Client and/or any Member of the Application Services, and/or through provision of support to Members with respect to such use of the Application Services.

5.3 Taxes. Prices do not include any Sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Provider will separately state them on the invoice and Client shall be responsible for payment. Client will make all required payments to Provider free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Provider will be Client's sole responsibility, and Client will, upon Provider's request, provide Provider with official receipts issued by the appropriate taxing authorities, or such other evidence as Provider may reasonably request, to establish that such taxes have been paid. Client has no obligation to pay any taxes or fees that are: (i) based on Provider's (a) federal, state and local income taxes; (b) payroll, employment and self-employment taxes of any kind, and (c) contributions imposed or required for social security, national insurance, medical insurance, or other applicable laws, rules or regulations with respect to Provider's performance of this Agreement; (ii) franchise taxes or other taxes based on Provider's corporate existence or status; (iii) due in whole or in part because of any failure or delay by Provider or its agents to file any return or information required by law, rule, or regulation; or (iv) retroactive or withholding taxes assessed by a non-United States jurisdiction. Client shall reimburse Provider for any penalties or interest actually levied upon Provider only if Client's acts or omissions solely caused the interest or penalty to be levied. Provider shall, upon written request of Client, furnish statements of taxes and assessments for which Client is responsible and Provider has paid.

5.4 Late Payments; Interest; Payment in Dollars. If Provider does not receive payment of any sum due to it within thirty (30) days of the invoice, Provider reserves the right to suspend accrual and redemption of rewards by Members until such time as the default has been cured to Provider's satisfaction.

5.5 Texas Prompt Payment Act Compliance. Fee payments shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the date the Williamson County Auditor receives an invoice by Provider. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interst that shall accure on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in the 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.

6. TREATMENT OF CONFIDENTIAL INFORMATION.

6.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

6.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described herein; (b) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to return or destroy, pursuant to Section 10.5, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Client agrees that Provider may utilize de-identified, aggregated statistical data regarding Client's use of the Service solely for the purposes of planning future development of the platform and services. Other than for purposes of providing services to Members under this Agreement (i.e. biometrics screenings or HRA), in no event shall Provider provide to third parties specific data regarding Client or Client's Members.

6.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without

restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do. Client also acknowledges and agrees that Provider may freely use any comments, ideas and/or error reports provided by Client to Provider and such comments, ideas and/or error reports shall not be considered proprietary to Client.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Representations; Warranties. Each Party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) neither it nor its owners are Blocked Persons or are located in an Embargoed Jurisdiction; (c) that the execution and performance of this Agreement will not conflict with or violate any provision of law having applicability to either Party (including but not limited to US Export Controls and Trade Sanctions); and (d) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms. In addition, Client hereby represents and warrants (x) that, unless required for the operation of the Virgin Pulse Program, it shall not provide Provider with any individual's social security number, unique national identifier or tax number; and (y) that it shall only use the data received from Provider in accordance with this Agreement. Client further acknowledge that the wellness program design, inclusive of incentive structure, is the sole responsibility of the Client.

7.2 Exclusion as Care Provider. The Parties agree that Provider is not a care provider and does not provide medical advice. The products and services are not, nor are they intended to be, a medical evaluation, medical examination, medical advice, medical consultation, medical diagnosis or medical treatment.

7.3 Virgin Pulse Health Risk Assessment ("HRA") custom questions and Surveys; Warranties and Exclusion of Liability. If applicable, Client represents and warrants that it will comply with all applicable laws in its use of the Virgin Pulse Surveys and custom questions added to Client's HRA. Client is solely responsible for the content of each individual survey or custom question. Provider will provide Client with anonymous and aggregated reports reflecting the data collected through the Virgin Pulse Surveys and HRA. Client shall notify its Members that any open text contribution may be visible to Client and may allow Client to identify the participating Member. Client acknowledges that the Virgin Pulse Surveys and HRA service are not designed or intended to be used to elicit racial, medical or genetic information. Client further affirms that in no event will a Member's choice to participate in the Virgin Pulse Surveys or HRA, or any data collected through the Virgin Pulse Surveys or HRA, be used to influence or guide the Client's employment decisions. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS VIRGIN PULSE, ITS EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM THE USE OF THE VIRGIN PULSE SURVEYS, THE CONTENT OF THE SURVEY OR CUSTOM HRA QUESTIONS, AND THE MISUSE OF ANY INFORMATION OR DATA COLLECTED THROUGH THE VIRGIN PULSE SURVEYS OR HRA.

7.4 Eligibles and Outreach. Provider may engage in active promotion of the Virgin Pulse Program, including but not limited to its telephonic and other live coaching services, including via the use of active telephonic or text outreach. Client represents and warrants that any contact information of Eligibles provided to Provider to conduct such active outreach was collected by Client and provided to Provider in compliance with applicable laws, including but not limited to the Telephone Consumer Protection Act (TCPA), and that Client properly notified and obtained consent from Eligibles for Provider's outreach.

8. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

The indemnification obligations by Client shall apply to the extent authorized by Texas Law TEX. CONST. art. III, §52.

8.1 Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 7, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION SERVICES, THE DOCUMENTATION, AND ALL SERVICES PERFORMED BY PROVIDER ARE PROVIDED "AS IS," AND PROVIDER DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. PROVIDER DOES NOT WARRANT THAT THE APPLICATION SERVICES OR ANY OTHER SERVICES PROVIDED BY PROVIDER WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. PROVIDER'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. NEITHER PROVIDER, NOR ITS THIRD-PARTY HOSTING SERVICE OR SOFTWARE PROVIDERS, SHALL HAVE ANY LIABILITY WHATSOEVER FOR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE CLIENT DATA, OR FOR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY CLIENT DATA.

8.2 Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL PROVIDER BE LIABLE TO CLIENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

UNLESS PROHIBITED BY LAW, THE CUMULATIVE LIABILITY OF PROVIDER TO CLIENT FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE FEES PAID TO PROVIDER BY CLIENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.3 Essential Basis of the Agreement. Client acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

9. INDEMNIFICATION.

The indemnification obligations by Client shall apply to the extent authorized by Texas Law TEX. CONST. art. III, §52.

9.1 General Indemnity of Client – Provider agrees to indemnify, defend and hold harmless Client from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party arising out of or related to (a) death, personal injury and damage to tangible personal property and/or (b) Provider's willful misconduct or fraud; provided that Client promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim. IN NO EVENT SHALL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED CAP ON LIABILITY SET FORTH IN SECTION 8.2. THIS SECTION STATES PROVIDER'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INDEMNITY.

9.2 Indemnification of Client – Intellectual Property. Provider agrees to indemnify, defend and hold harmless Client from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Application Services and/or the Documentation infringes such third party's U.S. patents issued as of the Effective Date, or infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that Client promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Provider, at Provider's sole discretion, to enable it to continue to use the Application Service or the Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If Provider determines that none of these alternatives is reasonably available, Client shall, upon written request from Provider, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (a) modification of the Application or the Documentation by Client, (b) combination, operation or use of the Application with other software, hardware or technology not provided by Provider, (c) use of a superseded or altered release of the Application or the Documentation, if such infringement would have been avoided by the use of a then-current release of the Application or the Documentation, as applicable, and if such then-current release has been made available to Client, or (d) related to the Client Data or Client Brand (any of the foregoing circumstances under clauses (a), (b), (c), or (d) a "***Client Indemnity Responsibility***"). IN NO EVENT SHALL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED CAP ON LIABILITY SET FORTH IN SECTION 8.2. THIS SECTION STATES PROVIDER'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

9.3 Indemnification of Provider. Client agrees to hold harmless, indemnify, and, at Provider's option, defend Provider from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from: (a) a Client Indemnity Responsibility, (b) Client's breach of any of its representations, warranties or covenants with respect to compliance with US Export Controls and Trade Sanctions, or (c) data sharing with Client vendors at the direction of Client, provided that Provider promptly notifies Client in writing of the claim, cooperates with Client, and allows Client sole authority to control the defense and settlement of such claim; provided that Client will not settle any third-party claim against Provider unless such settlement completely and forever releases Provider from all liability with respect to such claim or unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement will commence on the Effective Date and will expire on the Initial Order End Date (the "***Initial Term***"), unless earlier terminated in accordance with this Section 10. Neither Party will be allowed to termiate this Agreement for convenience during the first year of the Intial Term, thereafter either Party shall be allowed to termiate this Agreement for convenience upon ninty (90) days written notice to the other Party. Following the Initial Term, Provider's standard renewal rates are as follows; 3-year renewal with a 3% increase on the Subscription Fees; 2-year renewal with a 5% increase on the Subscription Fees; and 1-year renewal with a 7.5% increase on the Subscription Fees (each, a "***Renewal Term***"). In the event Client does not provide Provider with its preferred Renewal Term option, the Agreement will automatically renew for a period of one (1) year at the end of the then-current term, at a 7.5% increase on the Subscription Fees, unless either Party provides written notice of its desire to terminate at least ninety (90) days prior to the expiration of the then-current term (the Initial Term and any Renewal Terms, collectively referred to herein as the "***Term***").

10.2 Termination for Breach. Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be affected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30) day period. Notwithstanding the foregoing, Provider may immediately terminate this Agreement without prior notice or the opportunity to cure if the Client's material breach results in a violation US Export Controls and Trade Sanctions law.

10.3 Suspension of Access. Provider may suspend access to the Application Services in the event any undisputed amount due under this Agreement is not received by Provider within thirty (30) days from invoice.

10.4 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues it business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

10.5 Effect of Termination. Upon any termination of this Agreement: (a) Client will immediately discontinue all use of the Application Service, the Documentation, and any Provider Confidential Information; (b) Client will delete any Provider Confidential Information from Client's computer storage or any other media including, but not limited to, online and off-line libraries; (c) Provider will delete any Client Confidential Information and Client Data from Provider's computer storage or any other media including, but not limited to, online and off-line libraries; (d) return to Provider or, at Provider's option, destroy, all copies of the Documentation and any Provider Confidential Information then in Client's possession; and (e) promptly pay to Provider all amounts due and payable hereunder. Notwithstanding the foregoing, Members may redeem their rewards under the Virgin Pulse Program for a period of thirty (30) days following the termination of this Agreement, provided, however that this Agreement is not terminated for nonpayment, in which case Members will not be able to redeem their rewards upon termination.

10.6 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

10.7 Survival. The provisions of Sections 2.4, 6, 7, 8, 9, 10.5, 10.7, and 11 will survive the termination of this Agreement.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

11.2 Independent Contractors. In making and performing this Agreement, Client and Provider act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

11.3 Third Party Providers. Provider and Client acknowledge and agree that various types of third-party providers may be involved in the provision of Provider's Software or support the Virgin Pulse Program. Provider shall remain liable for the acts and omissions of its Administrative Vendors and Certified Partners. In the event that Client leverages any Authorized Partners or Connected Partners and requests that such services be integrated to support the Virgin Pulse Program, Client and Provider acknowledge and agree that Client shall contract separately with such third-parties for the provision of such service. Provider shall not be held liable for the acts or omissions of Authorized Partners and Connected Partners, nor will such third-parties' conduct affect any agreed upon performance guarantees between Client and Provider.

11.4 Notices. All notices required by or relating to this Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties at their respective addresses set forth in the Order Form, or addressed to such other address as the receiving Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile and/or other electronic communications provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice by means of facsimile transmission or other electronic means in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

11.5 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

11.6 Assignment. Neither party shall assign any of its rights under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment will be null, void and of no effect.

11.8 No Third-Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

11.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

11.9 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

11.10 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, Internet access outside of Provider's control, war, terror, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

11.11 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMPETENT JURISDICTION OF THE CLIENT UNLESS OTHERWISE AGREED TO BY THE PARTIES (STATE OF TEXAS) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

11.12 Mediation. In the event of a dispute or controversy between the parties arising under or in connection with this Agreement and prior to commencing any litigation or other legal proceeding, a party shall, by giving written notice to the other party ("Dispute Notice"), request a meeting of authorized representatives of the parties for the purpose of resolving the dispute. The Dispute Notice shall provide sufficient details on the dispute in controversy to apprise the other party of the basis for the disputant's claims. The parties agree that, within thirty (30) days after the Dispute Notice is given, each party shall designate a representative to participate in and undertake dispute resolution discussions, which will be held at a mutually acceptable time and place (or by videoconference or telephone) for the purpose of resolving the dispute. Each party agrees to negotiate in good faith to resolve the dispute in a mutually acceptable manner. If the dispute or controversy is resolved by these negotiations, the parties shall confirm the resolution in writing signed by both parties and amend this Agreement as necessary or appropriate.

11.13 U.S. Government End-Users. Each of the Documentation and the software components that constitute the Application Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Service and the Documentation with only those rights set forth therein.

11.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

11.15 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

11.16 Right to Audit. Provider agrees that Client or its duly authorized representatives shallhave access to and the right to examine and photocopy any and all books, documents, papers and records of Virgin Pulse which are directly pertinent to the services.. Any such audits shall be limited to once per calendar year. Client shall provide at least thirty (30) days prior written notice to Provider of its intent to audit. The audit shall be carried out on dates mutually agreed upon by the Parties, remotely or, if necessary for the audit to be onsite, at Provider's primary place of business, during regular business hours, in compliance with Provider's health, safety, secuirty and confidentiality requirements and in a manner that shall not disrupt or unduly burden Provider's daily business operations.

11.7 Proprietary Information and Texas Public Information Act. All material submitted to the Client presumptively becomes public property and subject to the Texas Public Information Act upon receipt. If Provider does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. The Client will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by Provider, the Client may choose to place such information on the Receiving Party's website and/or a similar public database without obtaining any type of prior consent from Provider.

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 Receiving Party, 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 Client as to whether or not the same are available to the public. It is further understood that Receiving Party's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Receiving Party, 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 Client by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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APPENDIX D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement governing use and disclosure of Protected Health Information (the "Agreement") is made and entered into by and between **County of Williamson, TX** (the "Employer" and the "Plan Sponsor") on behalf of its group health plans (such plans being collectively referred to as the "Covered Entity") and Virgin Pulse, Inc. with an address at 75 Fountain Street, Suite 310, Providence, RI 02902, on behalf of itself and its affiliates ("Business Associate") (collectively, the "Parties" or individually, a "Party").

Recitals:

Whereas, Business Associate renders wellness services that may be for, or on behalf, of Covered Entity that may involve the use, disclosure and/or creation of certain Protected Health Information ("Protected Health Information" or "PHI"), as defined below; and

Whereas, the Parties now desire through this Agreement to provide provisions intended to comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the Health Information Technology for Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV Division B of the American Recovery and Reinvestment Act of 2009, as set forth in Title 45, Parts 160, 162 and 164 of the Code of Federal Regulations ("CFR"), in each case only as of its applicable compliance date (the "Omnibus Regulations") that apply to covered entities and business associates.

Now, therefore the Parties agree as follows:

In the event, and only to the extent, Business Associate creates, maintains, receives or transmits any PHI on behalf of Covered Entity, Business Associate will maintain the security and confidentiality of the PHI as required by this section and applicable laws and regulations.

1. Term: This Agreement shall continue in effect, unless earlier terminated in accordance with Section 18 of this Agreement; provided that all of the PHI provided by the Covered Entity to Business Associate, or created or received by Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information as set forth in Section 19 herein. This Agreement supersedes and replaces any business associate agreement previously put in place between the Parties.

2. Definitions: Capitalized terms not otherwise defined shall have the same meaning as those terms in 45 CFR Parts 160-164 and are incorporated herein by reference.

   a. "HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164, and as further amended from time to time.

   b. "Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("Electronic PHI") shall have the same meaning as such terms as defined in the HIPAA Rules, but limited to such information created or received by Business Associate in its capacity as a business associate (and not a pharmacy or other health care provider) on behalf of Covered Entity.

3. Use and Disclosure of PHI: Business Associate shall use and/or disclose Protected Health Information only to the extent necessary to perform its duties, to comply with its obligations or as otherwise permitted under this Agreement, or as required by law and in compliance with each applicable requirement of 45 CFR §164.504(e). In addition to the uses and disclosures permitted below, Business Associate may also use and disclose PHI: (i) to create a limited data set in accordance with 45 CFR §164.514, which limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (ii) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR §164.508 or from a covered entity or health care provider in accordance with 45 CFR §164.506(c) and (iii) as otherwise authorized in writing by Covered Entity or Plan Sponsor on its behalf.

   Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except as permitted in Section 5 and 6 of this Agreement.

4. Prohibition on Unauthorized Use or Disclosure of PHI: Business Associate shall not use or disclose any PHI received from or on behalf of the Covered Entity, except as required to perform its duties or as otherwise permitted under this Agreement, as required by law or as otherwise permitted herein or authorized in writing by the Covered Entity. Business

Associate shall comply with: (a) the applicable provisions of Title 45, Part 164 of the CFR and (b) applicable State privacy laws, rules and regulations not preempted pursuant to Title 45, Part 160, Subpart B of the CFR or the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended.

5. Business Associate's Operations: Except as otherwise limited in this Agreement, Business Associate may use PHI it creates, maintains or receives for or from the Covered Entity to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities provided that:

   a. The disclosure is required by law; or

   b. Business Associate obtains reasonable assurance from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

      (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

      (ii) Notify Business Associate (who shall in turn promptly notify the Covered Entity) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

6. Data Aggregation Services: Business Associate may use and disclose PHI to provide Data Aggregation Services related to the Covered Entity's Health Care Operations.

7. De-Identification: On behalf of Covered Entity, Business Associate may use and disclose PHI to de-identify any and all Protected Health Information obtained by Business Associate under this Agreement, and use such de-identified data on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule.

8. Violations of Law: Business Associate may use and disclose Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

9. Safeguards: Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement.

10. Security: Business Associate shall use commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and disclosures of such PHI. In addition, Business Associate will:

    a. implement Administrative Safeguards, Physical Safeguards and Technical Safeguards to the extent required of Business Associates by Subpart C of Title 45, Part 164 that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity;

    b. report to the Covered Entity any use or disclosure of PHI not provided for by the Agreement of which Business Associate becomes aware and any successful Security Incidents that result in the unauthorized access, use, disclosure, modification or destruction of Covered Entity's Electronic Protected Health Information of which Business Associate becomes aware; and

    c. ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.

11. Breach Notification and Periodic Reports to Plan: Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Covered Entity of such Breach without unreasonable delay and in no case more than 30 calendar days after discovery of the Breach. Such notification shall include, to the extent available, the identity of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during the Breach and an advance sample of the notification to be provided by Business Associate for review and approval by Covered Entity, and a reasonable estimate of the total number of individuals whose PHI may be involved in the Breach. At the time of

notification or promptly thereafter as such information becomes available, Business Associate shall also provide Covered Entity with such other reasonably available information as is required for Covered Entity to notify an individual of the Breach as required by 45 CFR § 164.404(c). Except for notifications to the Secretary, which must be done by Covered Entity, Business Associate agrees that to the extent the Breach is a result of Business Associate's failure to implement reasonable and appropriate safeguards as required by this Agreement, Business Associate will provide the notifications required under 45 CFR 164.404 and 45 CFR 164.406 after reviewing the content of such notifications with Covered Entity, subject to any delay required by law enforcement pursuant to 45 CFR 164.412.

12. Security and Privacy Requirements: Business Associate agrees to comply with Sections 164.308, 164.310, 164.312 and 164.314 of the Omnibus Regulations applicable to Business Associates. The Parties hereto agree that the requirements of the Omnibus Regulations relating to security and privacy that are made applicable to Covered Entities shall also be applicable to Business Associate under the Agreement to the extent required by the Omnibus Regulations. Except as expressly provided herein, Business Associate has not assumed any obligations of Covered Entity under the HIPAA Rules.

13. Accounting of Uses or Disclosures: Upon a written request from the Covered Entity, Business Associate agrees to document within thirty (30) days of such request disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. to the extent such request relates to PHI in the possession of the Business Associate. Upon Covered Entity's written request, Business Associate will provide to Covered Entity the information required by 45 CFR § 164.528 or the following information with respect to such disclosure:

    a. The date of the disclosure;

    b. The name and, if known, the address of the recipient of the PHI;

    c. A copy of the request for disclosure, accompanied by any necessary consents or authorizations;

    d. A brief description of the PHI disclosed; and

    e. A statement that would reasonably inform Covered Entity of the purpose of the disclosure.

14. Access by Workforce: Business Associate agrees to require its Workforce who access PHI in performing services to adhere to the restrictions and conditions regarding PHI contained herein to the extent applicable to their job functions. Business Associate will not provide access to PHI to any member of its Workforce unless Business Associate has advised such member of Business Associate's HIPAA obligations and the consequences for violation of these obligations to the extent applicable to their job functions. Business Associate will take reasonably appropriate disciplinary action against any member of its Workforce that uses or discloses PHI in violation of this section, as required by applicable law or regulation.

    a. Disclosures outside of the workforce. Business Associate will not disclose PHI to any other person or entity without the written approval of Covered Entity, except as otherwise permitted by applicable law or in this Agreement including but not limited to Sections 5 (Business Associates Operations) and 10(c) (Subcontractors) above.

    b. All disclosures. Any use or disclosures of PHI to Business Associate's Workforce or Subcontractors must be limited to the minimum necessary to achieve the purpose for the use or disclosure in accordance with and subject to the exceptions in 45 CFR §164.502(b).

15. Access to Records: To the extent Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate will provide access, at the written request of Covered Entity, and in a time and manner mutually agreed, to any PHI in that Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524. If an individual in writing requests access to his or her PHI directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request in order to meet the requirements under 45 CFR §164.524.

16. Amendment of PHI: To the extent Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make any amendment to PHI in that Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA and 45 CFR § 164.526 at the written request of Covered Entity. Such amendment shall be made within thirty (30) business days of such request. If an Individual in writing requests an amendment of his or her PHI directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity and Covered Entity shall be responsible for responding to such request.

17. Government Access to Records: Business Associate agrees to make available its policies, books and records related to the use and disclosure of PHI received or created by Business Associate on behalf of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or his or her designee for the purpose of determining whether Business Associate and/or Covered Entity is in compliance with HIPAA requirements.

18. Termination: Without limiting any other rights of the Parties, if either Party materially fails to adhere to its obligations under this Agreement, the other Party may terminate this Agreement if such failure is not cured within thirty (30) calendar days to the reasonable satisfaction of the other party.

Additionally, in accordance with 45 CFR §164.504(e)(1), if either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of this Agreement, then the non-breaching Party shall provide written notice of the breach or violation to the other Party that specifies the nature of the breach or violation. The breaching Party must cure the breach or end the violation on or before thirty (30) business days after receipt of the written notice. In the absence of a timely cure reasonably satisfactory to the non-breaching Party, or in the event that the Parties agree that cure is not possible, then the non-breaching Party may immediately terminate this Agreement if feasible.

19. Disposition of Records upon Termination: Business Associate agrees to return or otherwise destroy all PHI created, maintained or received under this Agreement upon termination of this Agreement. If such return or destruction of records is not feasible, Business Associate will continue to extend the protections of this Agreement to such PHI and limit any further use of PHI to those purposes that make the return or destruction of the PHI infeasible. Covered Entity agrees that it is infeasible for Business Associate to return or destroy the PHI reasonably needed to be retained by Business Associate for its own legal and risk management purposes.

20. Amendments: This Agreement may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. Upon any change or modification of applicable state or federal law that would require modification to this Agreement, the parties shall mutually agree to make such modification.

21. Obligations of Covered Entity

a. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to that notice.

b. Covered Entity shall promptly provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

d. Covered Entity acknowledges that it shall provide to, or request from, the Business Associate only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

e. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except as provided herein in accordance with 45 CFR §164.504(e). Covered Entity shall disclose or provide access to Business Associate only the minimum PHI necessary for Business Associate to perform its obligations as required by the Privacy Rule and 42 U.S.C. § 17935(b).

f. Covered Entity in performing its obligations and exercising its rights under this Agreement shall use and disclose PHI in compliance with the HIPAA Rules.

Notwithstanding the above, Covered Entity acknowledges that it remains responsible for obtaining such consent, authorization or permission that may be required by law or regulation (as opposed to individual consents or authorizations that may be required from plan participants in certain circumstances) for Business Associate to provide its services on behalf of Covered Entity and that Covered Entity shall provide Business Associate with advance written notice of any restrictions or changes to Covered Entity's Notice of Privacy Practices that would limit the uses and disclosures of PHI otherwise permitted herein. Covered Entity acknowledges that Business Associate shall only be required to comply

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with such changes to its Notice of Privacy Practices which are known to Business Associate and to the extent required by applicable law or regulation.

Covered Entity shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list. In the absence of Covered Entity providing such list, Business Associate may assume, consistent with 45 CFR §164.504(f), that those individuals that are members of the Workforce of Covered Entity or, if applicable, Plan Sponsor, who request or receive PHI from Business Associate are performing plan administration activities for Covered Entity, and are authorized to receive or access PHI on its behalf.

23. No Third-Party Beneficiaries: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, Plan Sponsor and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

24. Notice: All notices, requests, and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified mail or express courier to such Party's address given below and/or via facsimile numbers at the facsimile numbers listed below:

To Covered Entity:

County of Williamson, TX
100 Wilco Way, Suite HR101 - Georgetown, TX 78626
ATTENTION: **County to insert correct contact name**

To Business Associate:

Virgin Pulse, Inc.
75 Fountain Street, Suite 310
Providence, RI 02902
Attention: General Counsel

25. Independent Contractor. Business Associate is performing services pursuant to this Agreement and, for all purposes hereunder, Business Associate's status shall be that of an independent contractor.

26. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the HIPAA Rules. This Agreement shall only apply to the extent Virgin Pulse, Inc ("VP"). is a Business Associate under HIPAA and nothing in this Agreement shall limit or restrict VP's ability to maintain that under the relevant facts and circumstances it is not such a Business Associate.

27. Governing Law; Venue. To the extent not governed by federal law, this Agreement shall be governed by, construed, interpreted and enforced under the laws of the State of Texas without regard to its choice of law provisions.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of [VP TO INSERT DATE].

By: Covered Entity

Bill Gravell (Jun 29, 2021 15:31 CDT)
_____ (Signature)

Bill Gravell
_____ (Print Name)

County Judge
_____ (Title)

Date: Jun 29, 2021

By: Employer and Plan Sponsor

Bill Gravell (Jun 29, 2021 15:31 CDT)
_____ (Signature)

Bill Gravell
_____ (Print Name)

County Judge
_____ (Title)

Date: Jun 29, 2021

By: Business Associate:

DocuSigned by:
Kim Stephan
DC1FCE2159E44DA...
_____ (Signature)

Kim Stephan
_____ (Print Name)

General Counsel
_____ (Title)

Date: 6/20/2021

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APPENDIX E: PERFORMANCE GUARANTEES

Virgin Pulse will provide a comprehensive set of performance guarantees to Williamson County across a variety of key areas including:

- Implementation
- Member Support
- Technology
- Product
- Client Success

Performance guarantees are provided assuming that the final program design and the associated incentive strategy will be developed collaboratively, leveraging proven best practices.

Virgin Pulse will report on above performance guarantees when requested by Williamson County, but not more frequently than quarterly (or annually in the case of annual surveys). If a guarantee is not met, Virgin Pulse will credit the applicable amount towards the next client invoice.

Implementation: Virgin Pulse will provide a one-time performance guarantee equal to 50% of the implementation fees that would be directly tied to achievement of a successful program implementation as outlined in Section 1 below.

Platform and Program Support: Virgin Pulse will provide annual performance guarantees equal to 15% of the annual subscription services fees for meeting agreed upon performance guarantees as outlined in Section 2 below.

SECTION 1: IMPLEMENTATION

Performance Guarantee – Implementation – Implementation Effectiveness	
Performance Guarantee Level	The performance guarantee for Implementation Effectiveness will be equally weighted on two measures: • Implementation Satisfaction: achieving an average of 8 or above on a 10-point satisfaction scale, where 10 is very satisfied and 1 is very dissatisfied. • Implementation Timeliness: the program will launch within 5 business days of the agreed upon Launch Date, which is signed off by the client after the Implementation Kickoff.
How to Measure Performance Guarantee	Implementation performance guarantees will be measured as follows: • Implementation Satisfaction – A satisfaction survey will be sent to Client stakeholders within 30 days of the Launch Date. A minimum of three (3) responses must be completed for results to count toward Performance Guarantee evaluation. • Implementation Timeliness – All key deliverables and milestones will be monitored through the Virgin Pulse's project management tool and reported to the Client on a periodic basis. Changes to the Launch Date must be agreed upon by both parties and confirmed in writing during the implementation process.
Percent of Fees at Risk	50% of Implementation Fee at risk: • 50% for Implementation Satisfaction: credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10 • 50% for Implementation Timeliness
Additional Details:	• Fees at risk only apply to the first-year implementation fees as outlined in the client Order Form. • Any missed deadlines caused by delays by the customer e.g. failure to deliver the required eligibility file will make this performance guarantee null and void. Additionally, if client chooses not to complete the satisfaction survey within 30 days of receipt this performance guarantee will be considered null and void. • This Performance Guarantee will be reviewed within 90 days of the initial full program launch. Any fees due to client will be credited against the next invoice.

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SECTION 2: PLATFORM & PROGRAM SUPPORT

Performance Guarantee – Member Support – Member Service Support	
Performance Guarantee Level	The performance guarantee for Member Service Support is defined as follows: • Call response times within 45 seconds for 80% or more of all calls answered from all Virgin Pulse members • E-mail response times within 48 hours for 95% or more of all e-mails answered for all members (excluding holidays and weekends) • Satisfaction survey response of Satisfied or better by at least 80% of survey respondents. Survey is specific to the Virgin Pulse Member Services' experience and measured via the post-transaction Member Satisfaction survey
How to Measure Performance Guarantee	• Phone response time is calculated by dividing the number of phone calls answered with 45 seconds by the total number of phone calls answered for the time period • Email response time is calculated by dividing the number of emails responded to by a live agent within 48 hours (excluding holidays and weekends) by the total number of emails received for the time period • Quarterly report which will be provided upon client request.
Percent of Fees at Risk	• 2.0% of annual platform subscription service fees. • 1% to be paid for call response times; 1% to be paid for e-mail response times. • Each will be assessed Quarterly with .25% at risk per measure, per quarter.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees. The following requirements must be met: • Call response PG is only applied if the minimum # of calls answered for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total calls answered per quarter, whichever is greater. • Email response PG is only applied if the minimum # of emails received for the quarter is reached. The minimum is defined as 1% of the eligible population or 100 total emails received per quarter, whichever is greater. A Member Services Satisfaction survey is automatically sent to a member when a service ticket is closed. The survey is binary (Satisfied/Not Satisfied) and provides the member an opportunity to provide open feedback as well.
Performance Guarantee – Technology – Platform Uptime	
Performance Guarantee Level	The performance guarantee for Platform Uptime is defined as follows: 99.9% up-time per quarter for access to Virgin Pulse website except for outages as a result of planned upgrades and maintenance.
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	2.0% of annual platform subscription service fees; Credited as 0.50% per quarter, wherein uptime is not achieved.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.

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Performance Guarantee – Technology – Data File Accuracy and Timeliness	
Performance Guarantee Level	The performance guarantee for Data/File Accuracy and Timeliness is defined as follows: 98% of eligibility/participation files with valid records and in previously agreed upon file specifications will be loaded within 2 business days of receipt. Within one business day of detecting file errors Virgin Pulse will generate error report and send to appropriate vendor.
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	1.0% of annual platform subscription service fees; pro-rated across all files received in program year.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees.
Performance Guarantee – Technology – Report Timeliness	
Performance Guarantee Level	The performance guarantee for Report Timing of Delivery is defined as follows: Standard Reports: Delivered within 15 business days after the end of the month or the quarter. Ad-Hoc Reports: Reports that are captured in Statement of Work's (SOWs), which are signed off by both client and Virgin Pulse, will be delivered in the timelines defined within the signed SOW for each ad-hoc report.
How to Measure Performance Guarantee	Quarterly report which will be provided upon client request.
Percent of Fees at Risk	• 1.0% of annual platform subscription service fees. • 0.5% to be paid for Standard Reports; 0.5% to be paid for ad-hoc reports. • Each will be assessed Quarterly with .125% at risk per measure, per quarter.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following: Fees at risk would not apply should there be unforeseeable circumstances such as client's inability to receive the reports (for example, if there are network issues) or force majeure that prevent us from delivering the reports as promised.
Performance Guarantee – Product – Member Product Satisfaction	
Performance Guarantee Level	The performance guarantee for Member Satisfaction is defined as follows: Members will indicate they are satisfied or very satisfied with the Virgin Pulse program, by indicating a 3 or above on a 5-point scale during annual Member Satisfaction survey. 70% or more will respond within this standard.
How to Measure Performance Guarantee	Member satisfaction survey results.
Percent of Fees at Risk	• 2.0% of annual platform subscription service fees. • Credited in full at less than or equal to 2/5; credit pro-rated for 2.1-2.9/5.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following: Minimum of 30% surveys must be completed for the performance guarantee to apply.

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Performance Guarantee – Client Success – Client Satisfaction	
Performance Guarantee Level	The performance guarantee for Client Success Satisfaction is defined as follows: Wellness program administrators will indicate that they are satisfied or very satisfied with the management of the program, by indicating an 8 or above on a 10-point scale on the Client Success Satisfaction survey. 70% or more will respond within this standard.
How to Measure Performance Guarantee	Client Success Satisfaction survey results.
Percent of Fees at Risk	• 2.0% of annual platform subscription service fees. • Credited in full at less than or equal to 6/10; credit pro-rated for 7.9-6.1/10.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following: Minimum of 5 surveys must be completed for the performance guarantee to apply.
Performance Guarantee – Client Success – Program Participation	
Performance Guarantee Level	The performance guarantee for Annual Program Participation is defined as follows: At least 50% of all Eligible employees of Client will be enrolled in the Virgin Pulse Program at the end of the annual period.
How to Measure Performance Guarantee	Enrollment is defined as eligible employees of Client who have enrolled in the Virgin Pulse Program. A comparison of enrolled employees to total eligible employees as included on the appropriate eligibility file.
Percent of Fees at Risk	• 2.5% of annual platform subscription service fees. • Credited in full at less than or equal to 30%; credit pro-rated for 30.1-49.9%.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following: • You offer a minimum of $350 annual incentive value; and • At least 6 of 8 Virgin Pulse best practices are deployed as part of the annual program design. Best practices include: 1. Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan. 2. Virgin Pulse will have the ability to continually communicate to the member base on a regular basis in order to meet engagement target metrics. 3. Include a device subsidy during enrollment. 4. Majority of employees have computer or smart phone access to interact with the program. 5. Deployment of a champions network to include identification of champions throughout company footprint, regular meetings (monthly or similar) and regular education activities such as participation in the VP webinars. 6. Utilization of onsite Health Stations to support interaction. 7. Utilization of a quarterly levels game that includes reward triggers to support ongoing engagement 8. Senior leadership program support to include supportive policies (such as paid time to participate in program) and/or supportive messages (such as letter/email) from C-suite executive(s).

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Performance Guarantee – Client Success – Program Engagement	
Performance Guarantee Level	The performance guarantee for Annual Program Engagement is defined as follows: On average at least 40% of enrolled employees will have earned points during a given month.
How to Measure Performance Guarantee	Engagement is defined as a comparison of members earning points in a given month to total enrolled employees in that month. Engagement will be measured as the average monthly engagement during a defined 12-month period.
Percent of Fees at Risk	• 2.5% of annual platform subscription service fees. • Paid in full at 30%; pro-rated 30.1-39.9%.
Additional Details:	Fees at risk only apply to the annual platform subscription service fees and assume the following: • You offer a minimum of $350 annual incentive value; and • At least 6 of 8 Virgin Pulse best practices are deployed as part of the annual program design. Best practices include: 1. Access to email addresses for the majority (greater than 80%) of eligible employees and implementation of an agreed upon strategic communications plan. 2. Virgin Pulse will have the ability to continually communicate to the member base on a regular basis in order to meet engagement target metrics. 3. Include a device subsidy during enrollment. 4. Majority of employees have computer or smart phone access to interact with the program. 5. Deployment of a champions network to include identification of champions throughout company footprint, regular meetings (monthly or similar) and regular education activities such as participation in the VP webinars. 6. Utilization of onsite Health Stations to support interaction. 7. Utilization of a quarterly levels game that includes reward triggers to support ongoing engagement. 8. Senior leadership program support to include supportive policies (such as paid time to participate in program) and/or supportive messages (such as letter/email) from C-suite executive(s).

Agenda item #36, 06.29.2021, Wellness Program Application, Virgin Pulse

Final Audit Report 2021-06-29

Created:	2021-06-29
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATo95Yw0D6qTaH7LhUwLFGogDTTtsEao0

"Agenda item #36, 06.29.2021, Wellness Program Application, Virgin Pulse" History

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1191078

Date Filed:
07/23/2024

Date Acknowledged:
07/30/2024

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

Personify Health, Inc. (F/K/A Virgin Pulse, Inc)
Providence, RI United States

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

County of Williamson

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.

2024249
SaaS health and wellness platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
VP Parent Holdings, Inc.	Providence, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Docusign Envelope ID: 83DCB935-D2E6-44DA-9E23-BBB7C7D3DFAA

CERTIFICATE OF INTERESTED PARTIES

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Providence, RI United States

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County of Williamson

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2024249
SaaS health and wellness platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
VP Parent Holdings, Inc.	Providence, RI United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted]

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

Executed in Denver County, State of CO, on the 30th day of July (month), 20 24 (year).

DocuSigned by:
[signature]
E4D4987A8E6D4C9...
Global Head of Legal
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **36.**

Meeting Date: 09/10/2024

Interlocal Agreement with Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) #2024278 with the Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines, in the amount of $10,158.50, and authorizing the execution of the agreement.

Background

In the interest of promoting public health and safety and supporting the County's operations, the WCCHD will provide an estimated 550 doses to the County at a cost of $18.14 per dose to be administered by County personnel for the benefit of the following: Sheriff's Office/Corrections – 300 Doses, EMS/ Emergency Services Operations Departments – 250 Doses. 550 total doses x $18.47 for a cost of $10,158.50. The funding source is 01.0885.0885.004996; Wellness Program. The department point of contact is Shelley Loughery. Form 1295 not required, due to public agency ILA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with WCCHD

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:24 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:14 AM
Form Started By: Johnny Grimaldo		Started On: 08/23/2024 03:05 PM
Final Approval Date: 09/03/2024		

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY, TEXAS, FOR FIRST RESPONDER INFLUENZA VACCINES

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Influenza Vaccines for First Responders

In the interest of promoting the public health and safety and supporting The County's operations, the Health District will provide an estimated 550 doses to The County at a cost of $18.47 per dose to be administered by county personnel for the benefit of the following:

SO/Corrections – 300 Doses
Emergency Services Operations Department, including Emergency Management & 911 Communications – 250 Doses

550 total doses x $18.47 for a cost of $10,158.50

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 County receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to Health District 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.

It is understood and agreed that The County shall be responsible for administration of doses (The EMS Department will administer to Emergency First Responders and 911 and Sheriff's Office/Corrections Department will have the Jail Medics administer to the Corrections employees).

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The County will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Bill Gravell, Williamson County Judge
Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:
Name: Caroline Hilbert, MD, MPH, Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:**_____
County Judge

HEALTH DISTRICT

By: _____ **Date:** 07/22/2024
Authorized Representative

Commissioners Court - Regular Session **37.**

Meeting Date: 09/10/2024

Approval of Software Service Agreement for Petszel LLC. for the Williamson County Regional Animal Shelter

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Petszel Software Service Agreement #2024260 between Williamson County and Petszel LLC for Petszel's personalized pet care platform software and authorizing the execution of the agreement.

Background

The approval of this service agreement with Petszel will benefit the Williamson County Regional Animal Shelter by providing a free partnership that connects adopters with all their adoption materials and pet's medical records automatically. This agreement will be at no cost to the county. Petszel is a free service for all shelters and rescuers. This service agreement is for a 1-year term. The department point of contact will be Linda Gunter in Animal Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Petszel Service Agreement

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:34 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:19 AM
Form Started By: Sandra Malcolm		Started On: 08/26/2024 04:54 PM
Final Approval Date: 09/03/2024		

PETSZEL LLC
SOFTWARE SERVICES AGREEMENT

Business / Shelter Name: Williamson County Regional Animal Shelter	Primary Contact Linda Gunter
Address: 1855 SE Inner Loop, Georgetown, TX 78626	Primary Contact Phone: 512-943-3567
EIN: 74-6000978 ☐ Check if non-profit 501c3	Primary Contact Email: lgunter@wilco.org

Services: Petszel's personalized pet care platform will provide a digital post-adoption web app for shelters and rescues to provide to their adopters. The shelters will have a dashboard solution to manage the integration with the Shelter software, documents and other offerings. Invitations to the Shelter's web app, powered by Petszel, will be delivered to the new pet owner automatically via email & text when the animal's status changes to "Adopted" in the shelter management software.

This Software Services Agreement ("**Agreement**") is entered into on this 15th day of August, 2024 (the "**Effective Date**") between Petszel LLC, a Delaware limited liability company ("**Company**"), and the customer listed above ("**Customer**"). This Agreement includes and incorporates standard terms and conditions and contains, among other things, warranty disclaimers, liability limitations, data security commitments and other key elements.

SOFTWARE SERVICES TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

1.3 During the term of this Agreement, Company shall maintain and carry in full force and effect, at its own expense, industry-standard commercial general liability and cybersecurity (including data breach) insurance. See Section 8.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with

DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**") and all applicable laws and regulations, including the privacy policy attached hereto as Exhibit B. To the extent permitted by Texas law, Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 If Customer provides feedback to the Company about its products and services, all such feedback will be the sole and exclusive property of the Company. Customer agrees to and hereby irrevocably transfers and assigns to Company all of Customer's right, title, and interest in and to all feedback, including all intellectual property rights therein. Customer will not earn or acquire any rights or licenses in the Services or in any Company intellectual property rights on account of this Agreement or Customer's performance under this Agreement, even if the Company incorporates any feedback into the Services.

4. TERM AND TERMINATION

4.1 Either party may also terminate this Agreement immediately (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

4.2 Either party may terminate this Agreement for convenience, and without cause, thirty (30) business days' written notice to the other party.

4.3 Upon termination of this Agreement, Customer's right to access and use the Services shall immediately terminate, Customer shall immediately cease all use of the Services, and Customer shall destroy or return to Company and make no further use of any Proprietary Information, materials, or other items (and all copies thereof) belonging to Company. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Further, within thirty (30) days after termination, the Company will delete data synced from the Customer's third-party shelter management software. All data for consumers/users that have not signed into the application in the prior 90 days will be deleted, and any active consumers/users will continue to have free access to their data within the application.

5. WARRANTY AND DISCLAIMER

Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR DAMAGE TO CUSTOMER PROPERTY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from a cybersecurity or data breach caused by Company's use of data from Customer's applicable shelter management system, provided Company is promptly notified of any and all claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will manage cyber breach response and notify breach victims when breach is caused by Company's use of Customer data. Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to situations where Customer's use of the Service is not strictly in accordance with this Agreement.

8. INSURANCE

8.1 All coverages required below will be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

8.2 Prior to commencing the work, Company shall furnish Customer with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. When requested by Customer, Company shall furnish copies of policies for each coverage required.

8.3 If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Company's insurer or insurer's representative will provide 30 days' notice of such cancellation or nonrenewal.

8.4 Failure of Customer to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Company to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

8.5 General Liability Insurance

8.6 Company shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $1 million each occurrence and $2 million in the aggregate including products and completed operations. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

8.7 CGL insurance shall by written on the current version of the ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

8.8 Customer shall be included as an 'additional' insured under the CGL, using current versions of ISO additional insured endorsements CG 20 10 and CG 20 37 (completed operations) or their equivalents. This coverage shall be maintained in effect for the benefit of Owner and Owner for a period of __ years following the completion of the work specified in Section __ of this contract. Additional insured coverage as required in the subparagraph shall be primary to and will not seek contribution from any other insurance or self-insurance programs afforded to Customer. A copy of the endorsement will be submitted with the Certificate of Insurance.

8.9 If the General Liability policy has a deductible or Self Insured Retention higher than $25,000, the Owner must approve this in writing before any work is to be performed.

8.10 Workers Compensation

8.11 Company shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1 million.

8.12 If Company hires a leased labor or temporary labor company, that company must (i) name Company as an Alternate Employer on an Alternate Employer Endorsement and (ii) provide a waiver of subrogation specifically for Workers Compensation in favor of Vendor, vendor and owner.

8.13 Umbrella / Excess Liability

8.14 Company shall be required to carry an excess liability or umbrella policy in an amount of $5 million per occurrence. Such policy will provide coverage over and above the Commercial General Liability, Auto Liability and Employers Liability required herein. Coverage will be at least as broad as the underlying coverages. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

8.15 Cyber

8.16 Company shall maintain Cyber insurance with a limit of not less than $2 million per claim. Such policy shall include first-party, third party and business interruption coverage.

8.17 Company shall notify Customer within one day following the discovery of a data breach.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer or Company except with prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. Venue for any dispute shall take place in Williamson County, Texas.

10. ADDITIONAL TERMS

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

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

Public Information. Company understands that Customer will comply with the Texas Public Information Act as interpreted by judicial rulings and options of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

PETSZEL LLC:	**SHELTER NAME:**
By: _____	By: _____
Name: Matthew J. Russell	Name: _____
Title: CEO	Title: _____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 09 2024 Time: 2:10 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 09 2024 Time: 1:06 pm

EXHIBIT A

INTEGRATION SERVICES

As part of this agreement, the Customer is required to allow Petszel to integrate with their third-party shelter management software to facilitate the services and software. Petszel will be responsible for building and maintaining the integration.

The integration will be used for securely syncing data to Petszel systems for the services outlined. The following data fields are required but the exact fields may vary depending on the shelter management system:

- Shelter & General: System IDs for all fields, Locations, and sub-location names, addresses
- Adoption Details: Adoption Details, Adoption Date, Adoption Time, Shelter Staff, Adoption Fees, and Adoption Notes
- Adopting Pet Owner(s) Details: First name, Last name, Address, City, State, Zip, Phone(s), Emails, Communication Preferences
- Animal Detail: Species, Breed, Sex, Weight, Size Groups, Date of Birth, Adopted Age, Current Age, Photo(s), Color, Pattern, Intake data, Litter Group, Microchip & other relevant fields
- Medical: Vaccine Information (dates, ID, Types), Procedure Type, Dates, Attending Vet), Treatment Type, Date and notes

EXHIBIT B

PRIVACY POLICY

The Company respects your privacy and is committed to protecting it through our compliance with this policy.

This policy describes the types of information the Company ("**we**" or "**us**") may collect from Customer ("**you**") during your access to and use of the Services and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On the Services.
- In email, text, and other electronic messages between you and the Services.
- Through mobile and desktop applications or material you download from the Services, which may provide dedicated non-browser-based interaction between you and the Services.

It does not apply to information collected by:

- Us offline or through any other means, including on any other website operated by Company or any third party (including our affiliates and subsidiaries); or
- Any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Services. By accessing or using the Services, you agree to this privacy policy. This policy may change from time to time, so please see the "Change to Our Privacy Policy" section below. Your continued use of the Services after we make changes is deemed to be acceptance of those changes.

Children

Our Services is not intended for children. No one under age 18 may provide any information to or on the Services. We do not knowingly collect personal information from children under 18. If you are under 18, do not use or provide any information on the Services or through any of its features or downloadable material, register on the Services, make any purchases through the Services, use any of the interactive or public comment features of the Services, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 18 without verification of parental consent, we will delete that information. If you believe we might have any information from or about your child under 18, please contact us at support@petszel.com.

California residents under 16 years of age may have additional rights regarding the collection and sale of their personal information. Please see "Your California Privacy Rights" below for more information for more information.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Services, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number, images and videos, social media account information, education information or any other identifier by which you may be contacted online or offline ("**personal information**");
- That is about you but individually does not identify you, such as pet information; and/or
- About your internet connection, the equipment you use to access our Services, and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons, and other tracking technologies.
- From third parties, for example, our business partners.

Information You Provide to Us

The information we collect on or through our Services may include:

- Information that you provide by filling in forms on our Services. This includes information provided at the time of registering to use our Services, downloading and/or streaming content, posting material, or requesting further services. We may also ask you for information when you report a problem with our Services.
- Records and copies of your correspondence (including email addresses), if you contact us.
- Details of transactions you carry out through our Services and of the fulfillment of your orders for services. You may be required to provide financial information before placing an order through our Services.
- Your search queries on the Services.
- Billing or payment information.

You also may provide information to be published or displayed (hereinafter, "**posted**") on public areas of the Services, if any, or transmitted to other users of the Services or third parties (collectively, "**User Contributions**"). Your User Contributions are posted on and transmitted to others at your own risk. Although you may set certain privacy settings for such information by logging into your account profile, please be aware that no security measures are perfect or impenetrable. Additionally, we cannot control the actions of other users of the Services with whom you may choose to share your User Contributions. Therefore, we cannot and do not guarantee that your User Contributions will not be viewed by unauthorized persons.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Services, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Services, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Services.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking).

The information we collect automatically may include personal information, and we may maintain it or associate it with personal information we collect in other ways or receive from third parties. It helps us to improve our Services and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Services according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Services.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Services. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Services.
- **Flash Cookies.** Certain features of our Services may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing your privacy and security settings for Flash cookies, "Choices About How We Use and Disclose Your Information" below.
- **Web Beacons.** Pages of the Services and our e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Services may be served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly. For information about how you can opt out of receiving targeted advertising from many providers, see "Choices About How We Use and Disclose Your Information" below.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Services and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To provide you with notices about your account, including expiration and renewal notices.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Services or any products or services we offer or provide though it.
- To allow you to participate in interactive features on our Services.
- In any other way we may describe when you provide the information.
- For any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. For more information, see "Choices About How We Use and Disclose Your Information" below.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Company's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Company about our Services users is among the assets transferred.
- To third parties to market their products or services to you if you have opted into receiving marketing material. For more information, see "Choices About How We Use and Disclose Your Information" below.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply our agreements with you, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Choices About How We Use and Disclose Your Information

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Disclosure of Your Information for Third-Party Advertising.** You will have the ability to opt into receiving third-party marketing materials. If you no longer wish to receive these materials or share your personal information with unaffiliated or non-agent third parties for promotional purposes, you can opt-out by logging into the Services and adjusting your user preferences in your account profile, or by sending us an email with your request to support@petszel.com.
- **Promotional Offers from the Company.** If you do not wish to have your contact information used by the Company to promote our own or third parties' products or services, you can opt-out by logging into the Services and adjusting your user preferences in your account profile by checking or unchecking the relevant boxes or by sending us an email stating your request to support@petszel.com. If we have sent you a promotional email, you may send us a return email asking to be omitted from future email distributions. This opt out does not apply to information provided to the Company as a result of a product purchase, warranty registration, product service experience or other transactions.
- **Targeted Advertising.** If you do not want us to use information that we collect or that you provide to us to deliver advertisements according to our advertisers' target-audience preferences, you can opt-out by sending us an email stating your request to support@petszel.com.

We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("**NAI**") on the NAI's website.

California residents may have additional personal information rights and choices. Please see "Your California Privacy Rights" below for more information.

Accessing and Correcting Your Information

You can review and change your personal information by logging into the Services and visiting your account profile page.

You may also send us an email at support@petszel.com to request access to, correct or delete any personal information that you have provided to us. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

If you delete your User Contributions from the Services, copies of your User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Services users. Proper access and use of information provided on the Services, including User Contributions, is governed by our agreements with you.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to support@petszel.com.

California law requires that we provide you with a summary of your privacy rights under the California Online Privacy Protection Act ("**COPPA**") and the California Business and Professions Code. As required by COPPA, we will provide you with the categories of personal information that we collect through the Services, and the categories of third party persons or entities with whom such personal

information may be shared for direct marketing purposes at your request. California law requires us to inform you, at your request, (1) the categories of personal information we collect and what third parties we share that information with; (2) the names and addresses of those third parties; and (3) examples of the products marketed by those companies. COPPA further requires us to allow you to control who you do not want us to share that information with. To obtain this information, please send a request by email or physical mail to the address found below. When contacting us, please indicate your name, address, email address, and what personal information you do not want us to share with our marketing partners. The request should be sent to the attention of our legal department, and labeled "California Customer Choice Notice." Please allow 30 days for a response. Also, please note that there is no charge for controlling the sharing of your personal data or requesting this notice.

International Users

The Services is intended for users located within the United States. We make no representation that the Services is appropriate or available for use outside of the United States. If you are visiting the Services from the European Union or other regions with laws governing data collection and use, then please note that you are agreeing to the transfer of your personal information to the United States and processing globally. By providing your information to the Services, you consent to any transfer and processing in accordance with this Privacy Policy.

We have adopted reasonable physical, technical and organizational safeguards which substantially mirror the European Union safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of data in our possession.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure. Company expressly warrants that it utilizes industry standard security controls on its systems and Customer data, such as multi-factor authentication, encrypted backup and recovery, or endpoint detection with automated threat response.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Services, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to be careful about giving out information in public areas of the Services like message boards. The information you share in public areas may be viewed by any user of the Services.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Services. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Services.

Changes to Our Privacy Policy

It is our policy to communicate any changes we make to our privacy policy with a notice that the privacy policy has been updated either via email communication to you or on the Services if applicable. If we make material changes to how we treat our users' personal information, we will notify you by email to the email address specified in your account or through a notice on the Services home page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you.

Contact Information

To ask questions or comment about this policy and our privacy practices, or to register a complaint or concern please contact us at: support@petszel.com

EXHIBIT C

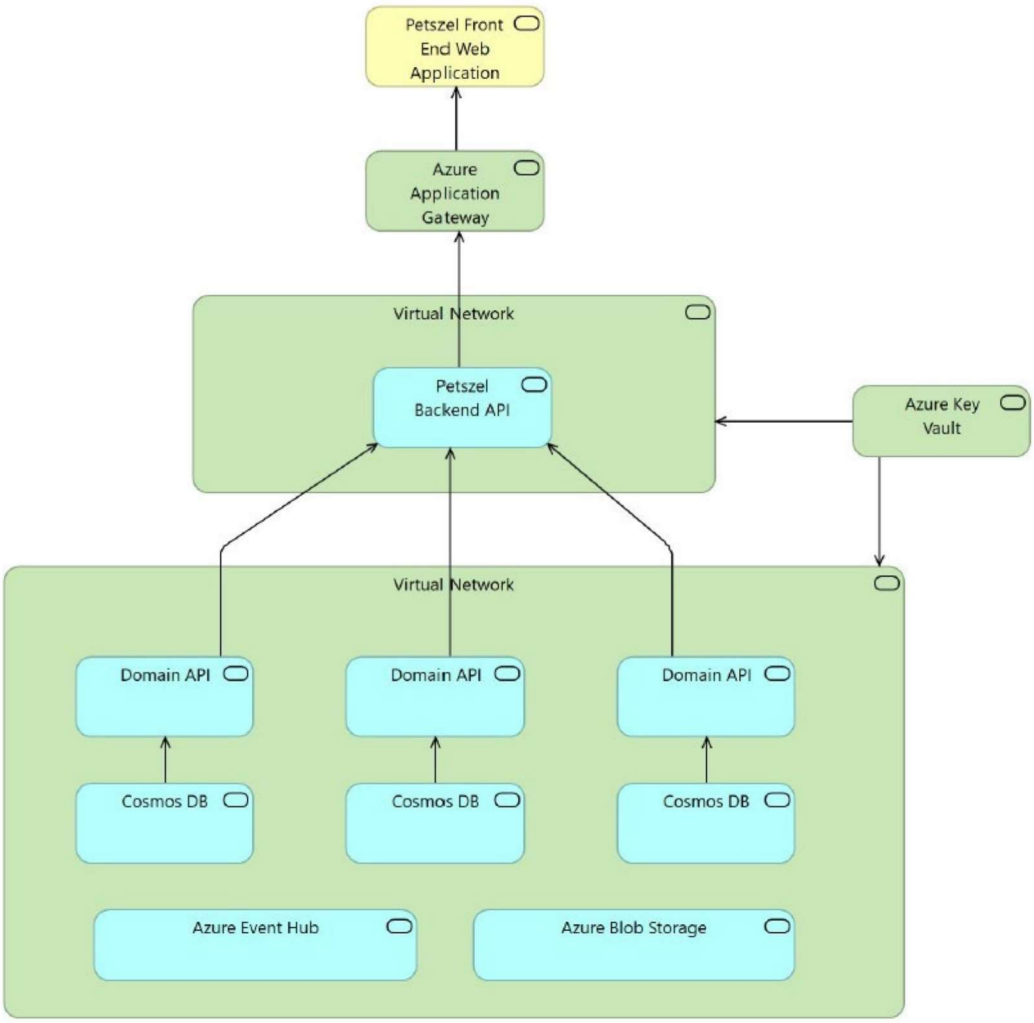
PETSZEL DATA SECURITY ARCHITECTURE

Overview

Petszel is designed from the ground-up as a cloud-based SaaS system that's powered by capability domain specific microservices. Each domain owns its APIs and data and is a fully standalone autonomous subsystem.Azure best practices such as using application gateways, key vaults, and virtual networks arefollowed. Front-end applications exclusively rely on backend-for-frontend REST APIs to access and fulfill Petszel functionality and data. The subsequent sections in this document go into more detail on the implementation.

Azure Cloud Architecture

All of the Petszel APIs, background worker services, databases and other resources such as event streams and blob storage are deployed on Microsoft Azure.



The following practices are followed for all of those services:

- Front-end applications have a public Petszel backend REST API they integrate with. This is their only path to accessing Petszel functionality.
- The Petszel backend API is accessible solely via an Azure application gateway.

- The Petszel backend API's application service is protected by an Azure virtual network. All direct access is blocked by default, except for calls made via the application gateway.
- All domain APIs are protected by Azure virtual networks.
- Only specific sub-nets are allowed access to the domain APIs - such as the subnets where the Petszel backend API is deployed or other core Petszel services such as the data extraction and communication worker services.
- Credentials are never stored in source code and this includes configuration files.
- Credentials are always retrieved dynamically from Azure Key Vault where access is restricted using minimal scopes – so only a select few services running in specific virtual networks have access.
- All APIs are protected using JWT bearer token authentication.
- All user-logins use the same JWT bearer token authentication.
- API endpoints are scope restricted and these scopes are tied to the user logins. Depending on the type of user that's logged on, such as Petszel staff, shelter admin/staff, practice admin/staff, or pet-owners, the JWT tokens have the least privileges needed to perform the actions tied to that specific user request.
- Passwords are not stored in plain-text.
- All passwords are stored using highly secure one-way hash algorithms.
- All user-logins are email addresses that need to be validated prior to use.
- Petszel engineering staff do not have direct access to the Azure cloud resources, including databases. All deployments are done using Azure DevOps CI/CD pipelines.

Tenant Security

Petszel is a multi-tenant SaaS offering, and as is a standard operational practice with such systems, multiple tenants share the same underlying cloud resources. Tenant here refers to a Petszel client such as a shelter, a veterinary practice or a pet-owner. Petszel's APIs are designed to never allow a tenant's data to be returned to another tenant user. The way Petszel accomplishes this is by not including tenant specific identifiers in the JSON payloads passed to the API requests. Instead, tenant information is a part of the JWT bearer token, which is driven solely by user-logins. Thus, there is never a risk of a malicious hacker using one tenant's credentials to access another tenant's information, or for an inadvertent bug in code to return information to the wrong tenant. The user-logins are tied to shelters or pet-owners, and these are associated with specific tenants or users, and the APIs are forced to respect those associations.

Database Isolation

The Petszel architecture is fundamentally built around a group of domain based microservices. Each domain owns its data storage. We currently use Azure Cosmos DB for our data storage requirements. The databases are only accessible by their owning domain APIs. The credentials to access the database are not stored anywhere in the API source code or configuration files. Instead, the credentials are dynamically pulled from Azure Key Vault by the deployed APIs as and when needed. Key Vault is setup to only allow those APIs running in Azure Application Services to retrieve those credentials, which leverages built-in Azure security protection at the authorization / networking / IP address levels.In addition, all databases are fully encrypted using Azure managed keys.

Personally Identifiable Financial Information (PIFI)

There are no plans to store PIFI data in our system. If there is ever a need to store PIFI, the following standards will be enforced:

- PIFI data will never be stored or cached in an unencrypted format.
- Any PIFI data stored in a database will be both field-level and database-level encrypted.
- Role based security will limit or restrict the inclusion of PIFI fields in REST responses.

Petszel Staff

Petszel prides itself on recruiting seasoned, accomplished engineering and other technical staff that exercise best practices when developing software and handling customer data. All Petszel staff members are carefully vetted, background checked and trained on data security procedures. Only staff members that require access to customer data to perform their role and deliver the Service are permitted access.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1196015

Date Filed:
08/04/2024

Date Acknowledged:
08/09/2024

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

Petszel LLC
Frisco, 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 Regional Animal Shelter

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.

2024260
Digital post-adoption platform

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1196015

Date Filed:
08/04/2024

Date Acknowledged:

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

Petszel LLC
Frisco, 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 Regional Animal Shelter

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.

2024260
Digital post-adoption platform

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Matthew J. Russell (CEO of Petszel LLC)	Frisco, TX, USA	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matthew J. Russell, and my date of birth is [redacted]5.

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

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

Executed in Denton County, State of TX, on the 8th day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **38.**

Meeting Date: 09/10/2024

Approve Contract for Services for Shaded Fuel Break at Southwest Williamson County Regional Park with Falkenberg Construction Co., Inc. for Parks and Recreation

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Services #2024273 with Falkenberg Construction Co., Inc. for Shaded Fuel Break at Southwest Williamson County Regional Park for Parks and Recreation in the amount of $17,346.30 pursuant to BuyBoard Contract #728-24, and authorize execution of this agreement.

Background

This Contract for Services attached between Williamson County and Falkenberg Construction Co., Inc. related Shaded Fuel Break at Southwest Williamson County Regional Park, located at 3005 Co. Rd. 175, Leander, TX 78641. Shaded fuel breaks involve strategically thinning and modifying vegetation in specific areas to create a barrier that hinders the progression of wildfires. Funding Source is 01.0508.0508.004542 and the Point of Contact is Keith Geer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024273 Falkenberg Construction Co

1295 Form Falkenberg Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:18 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:13 AM
Form Started By: Vickie Johnson		Started On: 08/19/2024 11:03 AM
Final Approval Date: 09/03/2024		

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

WILLIAMSON COUNTY
SERVICE CONTRACT
FALKENBERG CONSTRUCTION CO., INC.

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

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

I.

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

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be Ninety (90) days from the Effective Date, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Seventeen Thousand Three Hundred Forty-Six Dollars and Thirty Cents ($17,346.30).

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

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

IV.

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

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

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

COVERAGE	PER PERSON	PER OCCURRENCE

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Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:		$2,000,000

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

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

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

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

V.

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

VI.

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

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

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

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

VII.

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

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

VIII.

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

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

A. As described in the attached Proposal, and being marked **Exhibit "A"**;
B. The cooperative purchasing contract (BuyBoard Contract # 728-24); and

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

FALKENBERG CONSTRUCTION CO., INC.

DocuSigned by:
_____
00B8142C0830456...
Authorized Signature

John E. Castro
_____
Printed Name

Date: August ____ 20____, 20 24

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

Exhibit “A”
Proposal

Docusign Envelope ID: 9BAC1120-F621-4733-834F-17B6FE3B0181

falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST. | GRAND PRAIRIE, TX 75050
T 214-324-4779 FALKENBERGCONSTRUCTION.COM

July 9, 2024

Williamson County Parks
219 Perry Mayfield
Leander, TX 78641

Proposal No.: [redacted]

Reference: SWRP Property Improvements

Contract No.: Buy Board 728-24

Attention: Keith Geer

We propose to furnish labor, material and equipment for the SWRP Property Improvements project for the sum as follows:

Base Proposal Breakdown		
RS Means Cost		**$17,700.31**
Coefficient	**0.98**	**$354.01**
Sub Total		**$17,346.30**
Bond	**0.0%**	**$0.00**
PROPOSAL TOTAL		**$17,346.30**

Seventeen Thousand Three Hundred Forty-Six and 30/100 ---------- Dollars.

I. Documents:
- **A. Drawing Numbers:NA**
- **B. Specifications: N/A**

II. Base Scope of Work:

1900 x 50' Shaded Fuel Break

- Mulch undesirable trees & brush
- Hand trim oaks to 8'
- Daily Clean Up
- Final Clean Up

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1198998

Date Filed:
08/09/2024

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:577.24 R1
SWRP PROPERTY IMPROVEMENTS

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 9 day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1198998

Date Filed:
08/09/2024

Date Acknowledged:
08/21/2024

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:577.24 R1
SWRP PROPERTY IMPROVEMENTS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	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 **39.**

Meeting Date: 09/10/2024

Approval of Service Request for Windows Defender from Presidio Networked Solutions Group LLC for the 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 the service request between Williamson County's IT department and Presidio Networked Solutions Group LLC for Windows Defender in the amount of $24,275.00, as per BuyBoard contract #661-22, and authorizing the execution of the service request.

Background

Williamson County wants to ensure that best practices are in place and that the organization has the need for security regulations, compliance, governance, and data loss protection. Presidio will assist Williamson County with a review of the Microsoft Intune Security policies associated with the implementation of CrowdStrike. Williamson County is in the process of deploying CrowdStrike, and security has been a critical concern for the organization since they leverage Intune for security policies. Approval of the Windows Defender service request will allow Presido's team of Senior Software Engineers and Project Managers to conduct workshops to review intune Firewall Security and other security features to protect Williamson County's IT Department. This purchase is for FY24 in the amount of $24,275.00 from charge account 01.0100.0503.004100. The department point of contact is Rory Tierney. This vendor is publicly traded, a 1295 form is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Presidio Service Request

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 09:13 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:53 AM
Form Started By: Koren Shannon		Started On: 08/26/2024 10:07 AM
Final Approval Date: 09/05/2024		

General Information			
Client Name	Williamson County	**Account Manager**	Daniel Guzman
Contact Name	Thomas Gillespie	**Solution Architect**	Trevor Langston
Contact Phone	512-943-1108	**Opportunity #**	1003224405490 | RQ-197024
Contact Address	301 SE Inner Loop Suite 106 Georgetown TX 78626 US	**Date**	19-Jun-2024
Contact Email	thomas.gillespie@wilco.org	**Service Title**	**Windows Defender Review**

Service Information	
Technology Area	✓ Digital Workspace ☐ Other: _____
Type of Request	T&M

Presidio Networked Solutions Group LLC ("Presidio") is pleased to provide the following services to Williamson County ("Client"). This Service Request defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

Description of Services

Williamson County is in the process of deploying CrowdStrike, and security has been a critical concern for the organization since they leverage Intune for security policies. Williamson County wants to ensure that best practices are in place and that the organization has the need for security regulations, compliance, governance, and data loss protection.

Presidio will assist Williamson County with a review of the Microsoft Intune Security policies associated with the implementation of CrowdStrike. Presidio will deliver this through the following:

Assessment & Review

Presidio will review the relevant solution components that are already in place or that are partially configured for this solution and the requirements for functionality that have not yet been implemented. The key elements of the review are:

- Conduct workshops to review Intune Firewall Security and Smart Sence policies with Williamson County IT personnel (remote)
- Conduct workshops to review Firewall and Smart Sence security settings for Defender and or other O365 security features found in the Microsoft Endpoint Management portal
    - Compare current Intune security policies with CrowdStrike security policies
- Assist with any End-user communications for policy changes
- Test any policy changes in the test environment
- Update Intune policies based on testing and findings once approved via change management

Assumptions

1. As the trusted advisor for performing services delivery for this engagement, the client will assign Presidio the appropriate Microsoft Cloud designation for the workloads inclusive in this statement of work including: Customer Partner of Record (CPOR), Digital Partner of Record (DPOR), FastTrack Ready Partner (FRP) and Partner Admin Link (PAL) status. Presidio requires this linkage to maintain Microsoft partner statuses and reporting for the following benefits to our customers such as: Access to customer funding programs, providing no-cost guidance to customers for specific workloads, access to pre-release information to educate our clients, access to internal Microsoft resources and programs that are beneficial to our customers.
2. The customer acknowledges that Presidio will associate with their customer tenant ID under the Microsoft partner and Microsoft FastTrack programs. As part of this association, Presidio may receive monetary incentives from Microsoft in connection with the service provided.
3. This service request supersedes all prior written or oral agreements, representations and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SOW shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
4. Modifications in project scope will necessitate a project change request (PCR).
5. This Service Request supersedes any previous scope discussion or agreement including PowerPoint proposals, emails, or verbal communications.
6. Client has read and agrees with all items contained or omitted within this Service Request.

7. Any items or tasks not explicitly listed as in-scope within this Service Request are considered to be outside of the scope and not associated with this Service Request and price.
8. Client's acceptance of all deliverables described in this agreement and of the completion of the project shall be in writing. Deliverable acceptance shall be in the form of an email or signature (as applicable) and final project acceptance shall be in the "Project Completion" form, provided by the project manager. If acceptance is refused, the Client shall provide, in writing to Presidio, a reason for refusal. Presidio shall address the issue before subsequent work is undertaken.
9. Work shall be warrantied for 30 days after completion. Product is warrantied per manufacturer warranty policies. Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether or not Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information.
10. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT HEREUNDER.
11. During the term of this Agreement and for one (1) year following the completion of this project, neither party shall (a) solicit, offer to hire, or hire an employee, agent, or contractor of the other party, or (b) assist any third party who wishes to solicit, offer to hire, or hire an employee, agents, or contractor of the Other Party without a prior written consent of the Other Party.

12. Time and Material engagements do not provide defined deliverables. To the extent that documentation or other task-related materials or deliverables are required, time to prepare, deliver, and review those deliverables will accrue against the hours purchased.
13. Hours for Time and Material services are best effort estimates and may require additional hours in order to satisfy the request.
14. For Time and Materials services, it is the Client's responsibility to direct the activities of the Presidio consultant through the creation of a prioritized Task List or similar documented instruction. It is recommended that this be provided to the Presidio Engineer 48 hours prior to the first day of services.
15. Time and Material Services will be invoiced monthly and will be based on actual hours incurred.
16. For hourly service, a 4-hour daily minimum applies for remote services. An 8-hour daily minimum applies for on-site services.

Client Responsibilities

1. The Client, with assistance from Presidio, shall verify operation of any installed/upgraded equipment per the predefined Verification Plan. Presidio will require the Client to witness the verification of the solution, as well as sign off on the completed verification plan.
2. Client will designate a single point of contact with authority to act on all aspects of the services provided and to coordinate the activities of internal personnel, Telco, and other circuit providers, and all non-Presidio third-party contractors as applicable.
3. Client resources and site access must be readily and/or continuously available over the engagement period.
4. The Client is responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.

Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Project kickoff (remote)
- Milestone level tracking
- Resource scheduling and oversight
- Escalation facilitation
- Working calls as required (remote)
- Project closeout (remote)

Locations

Work will be done at the following locations. All work will be performed remotely unless otherwise specified:

Site Name	Address	City State ZIP	On-Site / Remote Services
Primary	301 SE Inner Loop Suite 106	Georgetown TX 78626	Remote

Price and Payment Terms

Client agrees to provide reasonable access to facilities, equipment, and personnel necessary to complete this effort. Unless otherwise noted, all work shall be performed during normal business hours (8:00 a.m. – 5:00 p.m. M-F, excluding holidays) at the location indicated. Travel expenses are estimated and include, but are not limited to, mileage, hotels, meals, airfare, rental car, parking fees, taxis, and tolls performed in accordance with the Presidio Advance Travel Policy. Client agrees to make timely payment for services rendered, including partial payments prior to final acceptance. The terms and conditions of the BuyBoard Contract 661-22 shall govern this statement of work.

Services will be provided on a time, materials, and expense basis. The Client will be invoiced at the completion of the project and/or at the conclusion of each calendar month for actual hours worked, subject to applicable minimums plus expenses. Client will not be invoiced for hours that are unused. Presidio will invoice all hours consumed and expenses accrued at the end of the month regardless of engagement status on the final day of the month. This is an estimate only.

Resource Type	Hours	Hourly Rate	OT Hours	OT Hourly Rate
Senior Software Engineer	80.00	$275.00	0.00	$412.50
Project Manager	13.00	$175.00	0.00	$262.50
			Total	**$24,275.00**

Actual Hours will be billed. Additional hours may be required to complete outlined scoped work.

Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Statement of Work and therefore no expenses will be billed to Client.

Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work will not be charged to Client.

The scope and pricing are valid for 60 days unless otherwise noted.

Authorized Client Signature	**Title**	**Date**
Authorized Presidio Signature	**Title**	**Date**

Terms & Conditions

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

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

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

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

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

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 23 2024 Time: 3:56 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 23 2024 Time: 3:40 pm

Commissioners Court - Regular Session **40.**

Meeting Date: 09/10/2024

Taylor Rodeo Association 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 Taylor Rodeo Association for off duty contracting of County Sheriff Deputies to be effective October 1, 2024 (Security/Traffic control for Taylor Rodeo events at the Williamson County Expo Center)

Background

This is the annual renewal agreement that will give permission for Taylor Rodeo Association to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage. This agreement will begin on October 1, 2024 and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Taylor Rodeo Association

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 01:18 PM
Form Started By: Starla Hall		Started On: 08/27/2024 10:27 AM
Final Approval Date: 08/28/2024		

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 October 1, 2024 and shall terminate on September 30, 2025. 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 **$ 14.00 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.

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[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: Taylor Rodeo Association

Signature: Robert Randig

Printed Name: Robert Randig

Title: Treasurer

Date: August 23, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 28, 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 WORK[2]

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 **41.**

Meeting Date: 09/10/2024

Sonterra MUD Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Sonterra Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On September 19, 2023, the Standard Agreement with Sonterra MUD was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on September 20, 2023. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Sonterra MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sonterra MUD Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:19 AM
Form Started By: Starla Hall		Started On: 08/22/2024 03:37 PM
Final Approval Date: 08/28/2024		

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 20, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024.

Local Governmental Entity (LGE):

Name of LGE: Sonterra Municipal Utility District

Signature: _____

Printed Name: Michael Cosimeno

Title: President, Board of Directors

Date: August 19, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 22, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 ~~September 11, 2023~~ October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Sonterra Municipal Utility District

Signature: _____

Printed Name: Michael Cosimeno

Title: President, Board of Directors

Date: September 11, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 13, 2023

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

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 20, 2023 14:25 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 20, 2023, 20____

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

Item #24-Sonterra MUD Standard agreement

Final Audit Report 2023-09-20

Created:	2023-09-19
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4R7olwiaxN7Zsg9SgxaKMFMdBkssUYP-

"Item #24-Sonterra MUD Standard agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-19 - 5:16:30 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-19 - 5:17:24 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-19 - 5:17:50 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-19 - 5:18:23 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-19 - 5:19:06 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-19 - 5:19:06 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-20 - 7:25:10 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-20 - 7:25:22 PM GMT - Time Source: server

Agreement completed.
2023-09-20 - 7:25:22 PM GMT

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **42.**

Meeting Date: 09/10/2024

The Ranch at Cypress Creek MUD #1 Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between The Ranch at Cypress Creek Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with The Ranch at Cypress Creek MUD #1 was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with The Ranch at Cypress Creek MUD #1 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ranch at Cypress Creek Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:20 AM
Form Started By: Starla Hall		Started On: 08/26/2024 08:37 AM
Final Approval Date: 08/28/2024		

AMENDMENT TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: The Ranch at Cypress Creek MUD No. 1

Signature: Patrice Cole

Printed Name: Patrice Coles

Title: President

Date: August 15, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 26, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE.. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: The Ranch at Cypress Creek MUD No. 1

Signature: Patrice M. Coles

Printed Name: Patrice M. Coles

Title: President

Date: September 14, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 18, 2023

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

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 10:11 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 26, 2023 _____, 20____

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

Item #20 Ranch at Cypress Creek MUD #1

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5P1VSOAj2UCaqATmFtRIDG6FazFBqvz

"Item #20 Ranch at Cypress Creek MUD #1" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:49:44 PM GMT

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2023-09-25 - 9:50:27 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:50:34 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:15 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:34 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:01:34 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:11:10 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:11:22 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:11:22 PM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **43.**

Meeting Date: 09/10/2024

Vista Oaks MUD Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Vista Oaks Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with Vista Oaks MUD was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Vista Oaks MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vista Oaks Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 11:03 AM
Form Started By: Starla Hall		Started On: 09/04/2024 10:00 AM
Final Approval Date: 09/04/2024		

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as October 1, 2024.

Local Governmental Entity (LGE):

Name of LGE: Vista Oaks Municipal Utility District

Signature: _____

Printed Name: Heath Reed-Green

Title: President, Board of Directors

Date: August 12, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 3, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This Interlocal Agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles are actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LEG, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

* * * * *

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENT ENTITY REGARDING
OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

LGE:

Name of LGE: Vista Oaks Municipal Utility District

Signature: Heath Reed-Green

Printed Name: Heath Reed-Green

Title: President

Date: July 14th, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael I. Gleason

Signature of Official: Michael I. Gleason

Date: September 15, 2023

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

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENT ENTITY REGARDING
OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT
FOR CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 10:10 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 26, 2023, 20____

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

Item #22 Vista Oaks MUD Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9g5On-nVFA2fxP5caewkkvAJHw6XokBA

"Item #22 Vista Oaks MUD Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:54:36 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:55:17 PM GMT

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2023-09-25 - 9:55:24 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:00:17 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:00:42 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:00:42 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:10:33 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:10:46 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:10:46 PM GMT

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **44.**

Meeting Date: 09/10/2024

Paloma Lake MUD #1 Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Paloma Lake Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with Paloma Lake MUD #1 was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Paloma Lake MUD #1 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Paloma Lake Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 11:42 AM
Form Started By: Starla Hall		Started On: 09/04/2024 11:05 AM
Final Approval Date: 09/04/2024		

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY LAW ENFORCEMENT AGENCY DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; 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").

RECITALS

WHEREAS, the LGE, COUNTY, and LEA previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the LEA while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and LEA agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and LEA have executed this Amendment, in duplicate, to be effective as October 1, 2024.

Local Governmental Entity (LGE):

Name of LGE: Paloma Lake MUD #1

Signature: Dallas Kelly-Kerr

Printed Name: Dallas Kelly-Kerr

Title: President

Date: August 14, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of LEA: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 3, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Paloma Lake Municipal Utility District No. 1

Signature: _____

Printed Name: Dallas Kelly-Kerr

Title: President

Date: 8/9/2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 2023

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

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 10:11 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 26, 2023, 20____

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

Item #21 Paloma Lake MUD #1 Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApcD5v7f83aiDQ6ZwWD3nJTV86MJM3dBQ

"Item #21 Paloma Lake MUD #1 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:52:06 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:52:38 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:52:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:00:47 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:03 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:01:03 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:10:53 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:11:03 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:11:03 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **45.**

Meeting Date: 09/10/2024

Fern Bluff MUD Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Fern Bluff MUD, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with Fern Bluff MUD was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Fern Bluff MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fern Bluff Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 12:21 PM
Form Started By: Starla Hall		Started On: 09/04/2024 11:54 AM
Final Approval Date: 09/04/2024		

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Fern Bluff MUD

Signature: George Sabatino

Printed Name: George Sabatino

Title: President, Board of Directors

Date: July 23, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 3, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Fern Bluff MUD

Signature: _____

Printed Name: George Sabatino

Title: President

Date: September 12, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 2023

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

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENT ENTITY REGARDING OFF DUTY-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 10:17 CDT)

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

Date: Sep 26, 2023 _____, 20____

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

Item #19 Fern Bluff MUD Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Q2j6lmJO1JcSjalLhQ6Ca6pcw9xHwv3

"Item #19 Fern Bluff MUD Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:47:33 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:48:05 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:48:14 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:40 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:56 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:01:56 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:11:48 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:17:55 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:17:55 PM GMT

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **46.**

Meeting Date: 09/10/2024

Parkside at Mayfield Ranch MUD Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Parkside at Mayfield Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On October 24, 2023, the Standard Agreement with Parkside at Mayfield Ranch MUD was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 24, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Parkside at Mayfield Ranch MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Parkside at Mayfield Ranch Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:26 PM
Form Started By: Starla Hall		Started On: 09/05/2024 09:07 AM
Final Approval Date: 09/05/2024		

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on October 24, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Parkside at Mayfield Ranch Municipal Utility District

Signature: _____

Printed Name: Mark Whitehead

Title: President

Date: August 13, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 5, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 24, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024,

and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Parkside at Mayfield Ranch Municipal Utility District

Signature: Mark Whitehead

Printed Name: MARK WHITEHEAD

Title: President, Board of Directors

Date: October 10, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: October 17, 2023

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

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Oct 24, 2023 12:31 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Oct 24, 2023, 20____

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

Item #15 Parkside at Mayfield Ranch MUD standard agreement

Final Audit Report 2023-10-24

Created:	2023-10-24
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJdt8plzlvBv570de0sq9qmOn-zZ-tW3I

"Item #15 Parkside at Mayfield Ranch MUD standard agreement " History

Document created by Starla Hall (starlahall@wilco.org)
2023-10-24 - 5:00:59 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-10-24 - 5:02:27 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-10-24 - 5:02:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-10-24 - 5:02:53 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-10-24 - 5:03:07 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-10-24 - 5:03:08 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-10-24 - 5:26:03 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-10-24 - 5:31:58 PM GMT - Time Source: server

Agreement completed.
2023-10-24 - 5:31:58 PM GMT

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **47.**

Meeting Date: 09/10/2024

Highlands at Mayfield Ranch MUD Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Highlands at Mayfield Ranch Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On August 22, 2023, the Standard Agreement with Highlands at Mayfield Ranch MUD was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Highlands at Mayfield Ranch MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Highlands at Mayfield Ranch MUD Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:28 PM
Form Started By: Starla Hall		Started On: 09/05/2024 10:04 AM
Final Approval Date: 09/05/2024		

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on August 22, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Highlands at Mayfield Ranch Municipal Utility District

Signature: Carl M Highsmith

Printed Name: Carl Highsmith

Title: President, Highlands at Mayfield Ranch MUD

Date: August 8, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 5, 2024

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

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1, 2023 and shall terminate on September 30, 2024 and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1, 2024, and

October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicles is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Highlands at Mayfield Ranch Municipal Utility District

Signature: Carl M Highsmith

Printed Name: Carl Highsmith

Title: President

Date: August 10, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: August 11, 2023

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

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL ENTITY
REGARDING OFF-DUTY
CONTRACTING OF COUNTY
SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell Jr. (Aug 22, 2023 16:12 CDT)

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

Date: Aug 22, 2023, 2023

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

Agenda Item #22

Final Audit Report 2023-08-22

Created:	2023-08-22
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGKomEkCjJnbLzPlvWboliCtRuaQteloh

"Agenda Item #22" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-22 - 4:27:05 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-22 - 4:28:04 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-22 - 4:28:14 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-22 - 5:23:41 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-22 - 5:24:11 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-22 - 5:24:11 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-22 - 9:12:12 PM GMT

Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-08-22 - 9:12:26 PM GMT

Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-08-22 - 9:12:29 PM GMT - Time Source: server

Agreement completed.
2023-08-22 - 9:12:29 PM GMT

Powered by
Adobe
Acrobat Sign

Commissioners Court - Regular Session **48.**

Meeting Date: 09/10/2024

Brushy Creek MUD Amendment 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 on an Amendment to Standard Agreement with Local Governmental Entity regarding Off-Duty contracting of County Sheriff Deputies by and between Brushy Creek Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to an amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with Brushy Creek MUD was approved in Commissioners Court for a three year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. Judge Gravell executed this Standard Agreement on the same day. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this amendment with Brushy Creek MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Creek MUD Amendment

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:29 PM
Form Started By: Starla Hall		Started On: 09/05/2024 10:41 AM
Final Approval Date: 09/05/2024		

AMENDMENT TO
STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Brushy Creek Municipal Utility District

Signature:

Printed Name: Shean Dalton

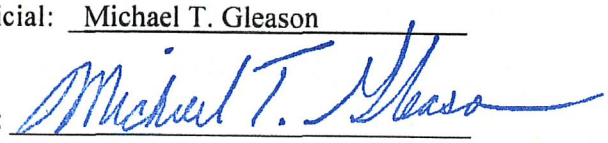
Title: General Manager

Date: August 22 , 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: September 5 , 2024

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

COUNTY: _____

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ _____, 20____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 October 1 ,2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written 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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

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

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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 or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do 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.

LGE:

Name of LGE: Brushy Creek MUD

Signature: Michael Tucker

Printed Name: Michael B. Tucker

Title: President

Date: 9/14, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleeson

Signature of Official: Michael T. Gleeson

Date: September 18, 2023

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

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 12:36 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 26, 2023 _____, 20____

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

Item #17 Brushy Creek MUD Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA54NIw1JIpv8c28IVWSdSmWckoW-BzNVu

"Item #17 Brushy Creek MUD Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:37:43 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:38:17 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:38:24 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:02:34 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 4:57:22 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 4:57:22 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 5:36:09 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 5:36:26 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 5:36:26 PM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **49.**

Meeting Date: 09/10/2024

Approval of Consulting Agreement for Racial Profiling Report and Related Services from Del Carmen Consulting, LLC for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement #2024277 between Del Carmen Consulting, LLC and Williamson County for the Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office in the not-to-exceed amount of $32,000.00, and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4)., and authorizing execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. This independent quarterly audit and reporting service ensures that Williamson County remains in compliance with the racial profiling laws of Texas. The attached agreement outlines the services to be provided. There is a not-to-exceed amount of $32,000 for a three-year term, $8,000 per year. The cost and payment can be found on page one, section three of the service agreement. This agreement will cover the three-year term starting FY25-FY28. Funding source is 01.0100.0560.004100 for FY25. Department contact is Terri Countess. Vendor is publicly traded, 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Del Carmen Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 11:39 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:50 AM
Form Started By: Koren Shannon		Started On: 08/21/2024 10:38 AM
Final Approval Date: 09/05/2024		

PROFESSIONAL SERVICE AGREEMENT
FOR
SANDRA BLAND ACT AND THE TEXAS RACIAL PROFILING LAW COMPLIANCE AND RELATED SERVICES
FOR
THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Professional Services Agreement for Sandra Bland Act and the Texas Racial Profiling Law Compliance and Related Services for the Williamson County Sheriff's Office ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as COUNTY, and Del Carmen Consulting, LLC, hereinafter referred to as PROVIDER, for the purpose of providing professional services related to compliance with the Sandra Bland Act and the Texas Racial Profiling Law for the Williamson County Sheriff's Office, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

I.
SCOPE OF SERVICES

PROVIDER shall provide, upon request by the Williamson County Sheriff or his designee, the services set forth in the, attached hereto as **Exhibit "A".** All services provided by PROVIDER shall be performed according to the regularly accepted standards for such services in the State of Texas.

II.
TERM

This Agreement shall become effective as of **October 1, 2024**, and shall continue until **September 30, 2027** ("Initial Term"), unless terminated sooner as authorized herein. At the end of the Initial Term, the Agreement may be renewed by mutual agreement for two (2) additional one (1) year terms (each a "Renewal Term"), with the terms and conditions remaining the same.

III.
COST AND PAYMENT

PROVIDER will be compensated based on the attached Exhibit A with Scope of Services, which is attached and incorporated herein as if copied in full. The not-to-exceed amount under this Agreement is $32,000 for the Initial Term, and $8,000 for each Renewal Term, unless amended by a change order and approved by the Williamson County Commissioners Court. PROVIDER will

invoice County for Services Rendered.

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

IV.
AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

V.
ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

VI.
THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas law.

VII.
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.

VIII.
TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. In the event of termination, COUNTY will only be liable for its pro rata share of services rendered and goods actually received.

IX.
NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY:	Williamson County Judge Bill Gravell (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	Williamson County Sheriff Mike Gleason (or successor) 508 Rock Street Georgetown, Texas 78626
PROVIDER:	Del Carmen Consulting, LLC Attn: Del Carmen 3122 Westwood Drive Arlington, TX 76012

X.
SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XI.
VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. 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.

XII.
NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XIII.
COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER 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 PROVIDER reasonable advance notice of intended audits.

XIV.
APPROPRIATION OF FUNDS

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

XV.
ENTIRE AGREEMENT

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

IN WITNESS, the Parties have executed and bound themselves to this Agreement.

WILLIAMSON COUNTY, TEXAS

_____
Bill Gravell
Williamson County Judge

Date: _____

PROVIDER: Del Carmen Consulting, LLC

Alex del Carmen
_____
Signature

Date: 8/20/24

EXHIBIT "A"
SCOPE OF SERVICES

1) Perform quarterly audits on the motor vehicle data in accordance with state law.

2) Draft the racial profiling report due March 1 each year.

3) Perform the legally required data analysis on the racial profiling data which will be part of the annual racial profiling report.

4) Perform the legally required data analysis on searches which will be part of the annual racial profiling report.

Commissioners Court - Regular Session **50.**

Meeting Date: 09/10/2024

Approval of Service Agreement for TEK84, Inc. for TEK84 Intercept Whole Body Scanner for Corrections.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the service agreement between Williamson County and TEK84, Inc. for the TEK84 Intercept Whole Body Scanner, in the amount of $10,900 and authorizing the execution of the agreement.

Background

The TEK84 Intercept Whole Body Security Scanning System Service agreement includes coverage of all repair, parts and labor for the continuous operation of the Intercept, one preventative maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life, software system review to assure the system is operating at the latest level of software, and one Radiation Safety Survey of the Intercept as required by ANSI regulations. This expenditure will be charged to 01.0100.0570.004500 for FY24. The department point of contact is Abigail Taylor. This vendor is publicly traded, 1295 form is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and TEK84 Service Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 05:11 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:15 AM
Form Started By: Sandra Malcolm		Started On: 08/23/2024 04:03 PM
Final Approval Date: 09/03/2024		

COUNTY ADDENDUM FOR TEK84

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

THIS COUNTY ADDENDUM FOR TEK84 (hereinafter "Addendum") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Tek84 Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the Parties. Subject to the changes herein, the Parties have accepted the Service Provider Terms and Conditions ("Agreement"), and the following changes shall be incorporated as if part of the Agreement:

I.

Incorporated Documents: This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated include the following:

A. Tek84 General Terms and Conditions**;**
B. Annual Service Agreement (dated 07-25-2024); and
C. This Addendum.

II.

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

III.

Tax Exemption: The Parties acknowledge that the County is a political subdivision under the

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

IV.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

V.

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

VI.

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

VII.

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

SIGNATURES TO FOLLOW

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

TEK84 INC:

Amy Atkinson
Authorized Signature

Sales Operations Manager
Printed Name

Date: August 23 ____, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 23 2024 Time: 1:11 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 23 2024 Time: 12:33 pm

Williamson County Jail, TX
508 South Rock Street
Georgetown, Texas 78626
Chris Watts
chris.watts@wilco.org

7/25/2024

ANNUAL SERVICE AGREEMENT **QUOTE # SA2024-07-25**

Thank you for your purchase of the **Tek84 Intercept Whole Body Scanner**. We hope this device has proven to be an invaluable tool with your mission to keep contraband and unwanted items out of your facility. We want to ensure the highest of standards remains by offering an inclusive annual service agreement. Please see below the value the plan offers, including everything that is covered to save money. This service agreement also includes an annual radiation safety survey and recommended preventative maintenance. We are always here to support you. The current warranty for your Tek84 Intercept Whole Body Scanner – Serial Number [redacted] will expire on **7/26/2024**.

Quote Expiration: 9/30/2024

Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	**Annual** Tek84 Intercept Whole Body Security Scanning System Service Agreement includes the following:	$10,900	$10,900
		Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept	INC	INC
		One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life.	INC	INC
		Software system review to assure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so.	INC	INC
		One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	INC	INC
			TOTAL	$10,900.00

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

Accepted By:
Printed Name and Title:_____

Authorized Signature:_____

Date:_____

Tek84:
Amy Atkinson – Sales Operations Manager

Authorized Signature:

Date: 7/25/24

Ph: (858) 676-5382 ext. 134 / amy.atkinson@tek84.com

Commissioners Court - Regular Session **51.**

Meeting Date: 09/10/2024

Approval of Purchase of 2024 Transit-350 Cargo Van from Mac Haik Ford for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #2024286 for One (1) 2024 Transit-350 Cargo RWD High Roof HD Ext Van 148" WB DRW Base (U8X) in the amount of $62,717.00 from Mac Haik Ford pursuant to BuyBoard contract #724-23.

Background

Approval of this item will support the operations of the Williamson County Sheriffs Office. The Funding Source is 01.0410.0413.005700. 1295 form is attached. Point of contact is Terri Countess.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mac Haik Proposal

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:18 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:13 PM
Form Started By: Barbi Hageman		Started On: 08/30/2024 10:12 AM
Final Approval Date: 09/05/2024		

Prepared for: Steve Rogers, Williamson County

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

VIN: [redacted] | Price Level: 435

Client Proposal

Prepared by:

[redacted]

Office: 512-563-3290

Quote ID: [redacted]

Date: 08/23/2024

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

Steve Rogers, Williamson County

Re: Quote ID [redacted] 08/23/2024

Dear Steve,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Paul Neagle

512-563-3290

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: 1[redacted] | Quote ID: [redacted]

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2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Steve Rogers
Williamson County
Prepared by: Paul Neagle
08/23/2024

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
U8X	Base Vehicle Price (U8X)	$56,605.00
Packages		
101A	Order Code 101A *Includes:* *- Engine: 3.5L EcoBoost V6* *- Transmission: 10-Spd Automatic w/OD & SelectShift* *Includes auxiliary transmission oil cooler.* *- 3.73 Limited-Slip Axle Ratio* *- GVWR: 11,000 lb* *- Tires: 205/75R16C 113/111 AS BSW* *- Wheels: 16" Heavy Duty Silver Steel* *Includes silver hubcaps and exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels.*	N/C
Powertrain		
99G	Engine: 3.5L EcoBoost V6	$0.00
44U	Transmission: 10-Spd Automatic w/OD & SelectShift *Includes auxiliary transmission oil cooler.*	$0.00
X7L	3.73 Limited-Slip Axle Ratio	$0.00
STDGV	GVWR: 11,000 lb	$0.00
Wheels & Tires		
STDTR	Tires: 205/75R16C 113/111 AS BSW	Included
STDWL	Wheels: 16" Heavy Duty Silver Steel *Includes silver hubcaps and exposed lug nuts. The center ornament only comes on the front wheels, and not on the rear wheels.*	Included
Seats & Seat Trim		
C	Cloth Front Bucket Seats	N/C
21L	Dark Palazzo Gray Cloth Bucket Seats w/Armrests *Includes 2-way manual driver seat with lumbar and 2-way manual passenger seat.*	$0.00
Other Options		
PAINT	Monotone Paint Application	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

As Configured Vehicle (cont'd)

Code	Description	MSRP
148WB	148" Wheelbase	$0.00
91B	Wiper Activated Headlamps	$30.00
55D	Front Fog Lamps *Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility.*	$0.00
655	Midship Extended Range Fuel Tank (31 Gallons) *Includes capless fuel fill.*	$285.00
53B	Heavy-Duty Trailer Tow Package If a TBC is required, it must be added to initial order. Neither a Ford nor aftermarket TBC can be added later. *Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D).* *Includes:* *- Tow/Haul Mode w/Trailering Wiring Provisions* *- Frame Mounted Hitch Receiver*	$485.00
41B	Passenger-Side B-Pillar Assist Handle	$25.00
66C	D-Pillar Assist Handles *Located on the driver and passenger-side. Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered.*	$60.00
85C	Illuminated Sun Visors	$0.00
90C	Digital Rearview Mirror *Placed in the traditional rearview mirror mount location, this always on, auto-dimming enhanced mirror provides full digital rearview images when obstructions such as a bulkhead, cargo or no rear windows are present. Returns to mirror mode when the camera is turned off. This is not a reverse back-up camera.*	$595.00
17P	6 Cargo Tie-Down Hooks	$25.00
66D	Front Overhead Shelf	$75.00
60B	Heavy-Duty Cargo Flooring *Includes:* *- Heavy-Duty Scuff Plate Kit* *Includes heavy-duty scuffs for rear cargo doors and sliding passenger-side door. Heavy-duty scuff plate kit is not installed on vehicle, needs to be installed by upfitter/dealership.*	$995.00
58B	Radio: AM/FM Stereo w/SYNC 4 *Includes 12" multi-function display, Bluetooth, dual USB ports, embedded voice recognition, connected navigation and 4 speakers (front).* *Includes:* *- Electronic Air Temperature Control*	$930.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

As Configured Vehicle (cont'd)

Code	Description	MSRP
91L	6 Speakers (4 Front/2 Rear)	$25.00
63E	Dual AGM Batteries (70 Amp-hr Each)	$295.00
86F	2 Additional Keys (4 Total) *Includes key fobs.*	$75.00
61D	360-Degree Camera w/Split View *Includes front washer. Front, side and rear facing cameras allow the driver to toggle through different camera views via a button located on the instrument panel.* *Includes:* *- Front Fog Lamps* *Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility.* *- Reverse Sensing System* *- Honeycomb Mesh Grille w/Chrome Surround*	$1,000.00
43R	Reverse Sensing System	$0.00
85B	Heavy-Duty Scuff Plate Kit *Includes heavy-duty scuffs for rear cargo doors and sliding passenger-side door. Heavy-duty scuff plate kit is not installed on vehicle, needs to be installed by upfitter/dealership.*	$0.00
153	Front License Plate Bracket Standard in states requiring two license plates and optional in all other states.	$0.00

Fleet Options

FLADCR	Fleet Advertising Credit	$0.00
56M	Ford US National Fleet Incentives Ford US National - 6/19/2024	N/C

Emissions

425	50-State Emissions System	$0.00

Exterior Color

YZ_01	Oxford White	N/C

Interior Color

CK_01	Dark Palazzo Gray w/Cloth Front Bucket Seats	N/C

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

As Configured Vehicle (cont'd)

Code	Description	MSRP
Additional Options		
TQH	205/75R16C BSW ALL-SEASON	$0.00
STDGV	GVWR: 11,000 lb	$0.00
OPTADJ	Option Adjustment	$0.00
MISC1	Miscellaneous Charges	$0.00
FLADCR	FLEET ADVERTISING CREDIT	$0.00
B4A	NET INVOICE FLEET OPTION (B4A)	N/C
ADJ1	FORD FLEET SPECIAL ADJUSTMENT	$0.00
A3R	WMI GVW CLASS R	N/C
96C	Interior Upgrade Package	$1,435.00
90G	PUSHDOWN MANUAL PKG BRAKE	N/C
89K	DARK PALAZZO GRAY	N/C
88C	CLOTH	N/C
64F	DRW - SILVER STEEL W/ LUGS	$0.00
57C	ELEC AIR TEMP CONTROL	$0.00
51D	SPARE TIRE AND WHEEL	N/C
502	JOB #2 ORDER	N/C
41E	HEAVY DUTY FRONT AXLE	N/C
16C	VINYL FRONT FLOOR COVERING	N/C

SUBTOTAL*	$62,940.00
Destination Charge	$2,095.00
TOTAL	$65,035.00

***IMPORTANT!** Under certain conditions, such as units with special orders (VSO) or other unique configurations (such as Stripped Chassis), the vehicle may load into AccuQuote differently than what was originally configured and produced. Dealer: Pricing and vehicle configuration should be validated via Invoice or a different source before customer quoting.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Steve Rogers
Williamson County
Prepared by: Paul Neagle
08/23/2024

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-350 Cargo RWD High Roof HD Ext. Van 148" WB DRW Base (U8X)

Price Level: 435 | VIN: [redacted] | Quote ID: [redacted]

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$65,035.00
Subtotal	$65,035.00

Pre-Tax Adjustments

Code	Description	MSRP
Dealer Discount	Dealer Discount	-$2,350.00
GPC	Government Pricing Concession	-$600.00
Subtotal		$62,085.00

Post-Tax Adjustments

Code	Description	MSRP
2yr State Inspe	State Inspection Labor	$7.00
State Inspection		
Doc	Doc Fee	$225.00
BUY BOARD FEE 2	Buy Board Contract # 724-23	$400.00
Subtotal		$62,717.00
Total		$62,717.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209188

Date Filed:
09/03/2024

Date Acknowledged:

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

Mac Haik Ford Lincoln
Georgetown, TX United States

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

Williamson County

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

2024286
2024 Transit Van

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in WILIAMSON County, State of TEXAS, on the 3 day of September (month), 20 24 (year).

PAUL NEAGLE

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209188

Date Filed:
09/03/2024

Date Acknowledged:
09/04/2024

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

Mac Haik Ford Lincoln
Georgetown, TX United States

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

Williamson County

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

2024286
2024 Transit Van

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **52.**

Meeting Date: 09/10/2024

Approval of Livestock Wrangler Service Contract with Cason Michael Gore for the Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the service contract #2024289 between Williamson County's Sheriffs Office and Cason Michael Gore for Impoundment and Disposition of Estrays pursuant to Texas Agriculture Code §142.001, in the not-to-exceed amount of $9,000, and authorizing the execution of the agreement.

Background

The approval of this contract will allow Cason Michael Gore, an independent contractor, to remove, pickup, transport, and relocate livestock for the Williamson County Sheriff's Office. The service includes, but is not limited to a Livestock Wrangler for Impoundment and disposition of estrays pursuant to Texas Agriculture Code §142.001 et seq. The funding source is 01.0100.0560.004968. The department point of contact is Terri Countess. A 1295 form is not required due to this contract being with an individual and not a business entity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Livestock Wrangler Contract and Fees

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 09:04 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:14 PM
Form Started By: Sandra Malcolm		Started On: 09/03/2024 04:01 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY SERVICE CONTRACT FOR IMPOUNDMENT & DISPOSITION OF ESTRAYS PURSUANT TO Texas Agriculture Code § 142.001 *et seq.*

(Cason Michael Gore)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes, but are not limited to Livestock Wrangler for impoundment & disposition of estrays pursuant to Texas Agriculture Code § 142.001 et seq.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue for the County's fiscal year 2025 through September 30, 2025. Thereafter, the Contract shall automatically renew each October 1st for the next County fiscal year unless the Contract is terminated earlier pursuant to paragraphs IV and IX below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed fee as set out in **Exhibit "A"**. The not-to-exceed amount is Nine Thousand Dollars ($9,000) per fiscal year.

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

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

IV.

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

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL

INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the

State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

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

XIX.

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

XX.

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

XXI.

Entire Contract: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties.

XXII.

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

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Cason Gore
Name of Service Provider

Cason Gore
Authorized Signature

Cason Gore
Printed Name

Date: 8 28, 2024

Exhibit "A"

Williamson County Sheriff's Office

STOCK CONTRACTOR CHARGE FEES:

Minimum Charge call out fee: $150.00 (Applied to catch/transport cost).

Sedation, Reversal and Loading: $250.00 per bovine.

Cattle/Equines are penned: $100.00 per animal.

Cattle or Equine's required to be roped or herded by horseback: $200.00 per animal

Cattle required to be gathered with stock dogs. $250.00 flat fee.

Prices subject to change per circumstance with the approval of onsite WCSO Livestock Deputy.

Any serious illness, injury, death of livestock animal must be reported to Williamson County Livestock Deputy immediately. Any DVM care must be reported and approved by WCSO livestock Deputy.

All equines impounded require a blood draw/Coggins test. Any Equine impound required to be transported to Live Oak Vet Clinic, 4250 N US 183, Liberty Hill, Texas (DVM Janet Arlitt)

Livestock impound drop off location shall be at the discretion of WCSO Livestock Deputy.

Stock Contractor response time to impound location subject to WCSO Livestock Deputy discretion.

Stock Contractor Signature C. M Yzaguirre

Date: 8/24/24

Commissioners Court - Regular Session **53.**

Meeting Date: 09/10/2024

Approval of Purchase and Master Services Agreement with SSCi Environmental Consulting and Engineering Services for Facilities Management.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the purchase and Master Service Agreement (MSA) #2024285 between SCCi and Williamson County for Asbestos Consulting Services for the Health Department Building and Historic Jail located at 102 w. 3rd and 312 S. Main Street, Georgetown, TX 78626, in the amount of Twenty-Three Thousand One Hundred Thirty-Nine Dollars and Forty Cents ($23,139.40), pursuant to TIPS contract 200601 and execution of the agreement. Funding source is P610.

Background

This project is for Asbestos Consulting at the Health Department Building and Historic Jail. The proposal includes a detailed scope of work. The funding source is P610 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement SCCi

Form 1295 SCCi

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:49 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:24 AM
Form Started By: Johnny Grimaldo		Started On: 08/28/2024 03:09 PM
Final Approval Date: 09/03/2024		

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
Separation Systems Consultants, Inc.

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

THIS MASTER SERVICES AGREEMENT (hereinafter "MSA") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Separation Systems Consultants, Inc.** (hereinafter "SSCI"), both of which are referred to herein as the parties. The County agrees to engage SSCI as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: SSCI shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. SSCI expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein. SSCI represents that SSCI (including SSCI's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The SSCI shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party's execution below and shall continue for two (2) years, or when terminated earlier pursuant to this MSA, whichever event occurs first.

III.

Consideration and Compensation: SSCI will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Seventy-Five Thousand Dollars ($75,000.00). A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this MSA.

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

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

IV.

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

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

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

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

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

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

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

Upon execution of this MSA, SSCI shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SSCI SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SSCI, 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. SSCI HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED

TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this MSA will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless SSCI for any reason are hereby deleted.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Good Faith Clause: SSCI agrees to act in good faith in the performance of this MSA.

XIV.

No Assignment: SSCI may not assign this MSA without prior written consent.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

A. SSCI Proposal, and being marked **Exhibit "A;"**
B. The cooperative purchasing contract (TIPS Contract 230601); and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

SEPARATION SYSTEMS CONSULTANTS, INC:

Crystal Luna
Crystal Luna (Aug 28, 2024 08:03 CDT)
Authorized Signature

Crystal Luna
Printed Name

Date: Aug 28, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 29 2024 Time: 11:12 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 28 2024 Time: 8:51 am

Exhibit "A"
Proposal

SSCI
Environmental, Construction and Engineering Services

August 21, 2024

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

ATTN: Mr. Daryl Mutz
Phone: (512) 645.4753
E-mail: Daryl.Mutz@wilco.org

RE: Proposal for Asbestos Survey and Consulting Services
Historic Jail Site and Health Department Building
102 W. 3rd Street and 312 S. Main Street
Georgetown, Texas 78626
SSCI Project No.: [redacted]

TIPS Contract 230601
Texas HUB [redacted]

Mr. Mutz:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this proposal to perform an Asbestos Survey and Consulting Services before the demolition of the structures known as the Historic Jail Site located at 102 W 3rd Street and 312 S. Main Street in Georgetown, Williamson County, Texas 78628 (Site). The Site is identified on the Williamson County Appraisal District (WCAD) as Property ID No. R319958 and consists of three structures: Georgetown Health Department, circa 1970, at 102 W. 3rd Street, consisting of 7,490 square feet to be demolished. The Williamson County Historic Jail, circa 1888, 1978, 1983, and 1989, at 312 S. Main Street, consisting of 6,000 square feet, is to be demolished, and the Williamson County and Cities Health District Administrative Offices at 312 S Main Street, to be preserved.

The work will be performed under The Interlocal Purchasing Cooperative System, Consulting and Other Related Services Contract No. 200601, expiration August 31, 2028. This proposal is being provided at the request of Williamson County Facilities Maintenance Division (the Client).

SSCI's proposed services include a project design for abatement activities, daily monitoring and sampling during abatement activities, and an issue project close-out report following the completion of the abatement activities. SSCI's proposed services are provided below.

Asbestos Consulting

SSCI will provide a TDSHS-licensed Asbestos Consultant to write the specifications for the asbestos abatement. Debris will be wetted adequately throughout the abatement process and promptly removed from the work area to prevent visible emissions.

The asbestos project design/specifications will be based on the findings of the asbestos survey. The design will be prepared in accordance with applicable federal and state regulations. The project design will be completed within two weeks of issuance of the final asbestos survey report or upon request from the Client.

Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, Texas 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
cluna@sscienvironmental.com

SSCI will also provide a TDSHS-licensed Asbestos Project Manager/Air-Monitoring Technician (PM/AMT) for contractor management and to ensure safe working procedures are being implemented. The TDSHS PM/AMT will be present each workday to inspect the workspace, monitor air conditions, collect air samples for phase-contrast microscopy (PCM) analysis, and provide workspace clearance. Approximately ten (10) air samples will be collected daily to monitor ambient air during the abatement project.

The final air clearance will be performed at the end of the abatement activities once visual clearance has been achieved. Upon receipt of the final air clearance results, the containment will be removed, and demolition activities may commence.

A closeout report will be provided at the completion of the abatement. A closeout report will be prepared and submitted within ten (10) business days of completion of the abatement activities. The report will include the **abatement** specifications, daily logs, clearance letters, TDSHS licenses, 10-day asbestos/demolition notification form(s), and waste disposal documentation. The final closeout documents will be provided upon receipt of the signed waste shipment records.

Cost

SSCI will provide the services outlined within this proposal for a fixed fee of $23,139.40. SSCI will invoice on a monthly basis. SSCI's invoices are payable upon receipt. A breakdown of the costs is provided in the following table:

Proposal for Asbestos Consulting Services
Health Department Building and Historic Jail
102 W. 3rd Street and 312 S. Main Street
Georgetown, Texas 78626

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	8	$154.35	Hour	$1,234.80
Senior Project Manager	4	$164.64	Hour	$658.56
Clerical	2	$69.97	Hour	$139.94
			Sub Total	**$2,033.30**
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	10	$164.64	Hour	$1,646.40
Licensed PM/AMT	150	$87.47	Hour	$13,120.50
PCM Analysis- est. 10 per day	150	$12.00	Each	$1,800.00
Personal Protective Equipment (PPE)	15	$85.00	Day	$1,275.00
Truck, Pickup	15	$113.19	Day	$1,697.85
			Sub Total	**$19,539.75**

Asbestos Consulting - Closeout Report				
Principal	1	$241.00	Hour	$241.00
Licensed Asbestos Consultant	6	$154.35	Hour	$926.10
Senior Project Manager	2	$164.64	Hour	$329.28
Clerical	1	$69.97	Hour	$69.97
			Sub Total	**$1,566.35**
			TOTAL - Asbestos Consulting Services	**$23,139.40**

* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.

** The proposed budget assumes 15 days of oversight and monitoring; additional days will be invoiced at the unit rates provided.

Assumptions and Exclusions

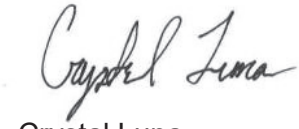
SSCI's scope of services and fee structure is based on the following assumptions:

- The client will provide right-of-entry.
- Project meetings with the client or other entities will be limited to one (1) meeting during the performance of the proposed scope of services. Additional meetings may result in additional fees.
- This proposal does not include costs for demolition of the structure.
- The scope of services includes one (1) mobilization for oversight and monitoring of abatement activities. Additional mobilizations will be provided for an additional fee.
- For the purposes of this assessment, it is assumed that there will be fifteen (15) days of abatement that require oversight and monitoring. Additional days will be invoiced at the rates provided. A revised proposal can be provided based on the abatement contractor's estimated duration of the abatement activities.
- Oversight and monitoring activities will be provided for a standard work week, Monday – Friday. Weekend, holiday, or overtime rates will apply.
- Asbestos Air Monitoring will be invoiced on a daily rate based on a ten (10) hour workday. Additional hours and samples will be invoiced according to the rates provided.
- Additional fees will be incurred if multiple containments are being monitored simultaneously.
- Notification fees will be invoiced by TDSHS directly to the Client. SSCI's scope of services excluded payment of these fees.
- SSCI assumes the 10-day notification will be filed by the abatement contractor or demolition contractor.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at jdrake@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,
Separation Systems Consultants, Inc



Crystal Luna
Lead Environmental Scientist

Attachment: Historic Jail Site Scope January 11, 2023

SSCI's proposal is valid for sixty (60) days from the date of issuance.

Accepted in accordance with the terms and conditions of this proposal 58294:

Authorized Signature	Date
Printed Name	Company (Representative of)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1206104

Date Filed:
08/27/2024

Date Acknowledged:

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

Separation Systems Consultants, Inc.
Houston , TX United States

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

Williamson County

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.

P610-445P, 445A.12
Asbestos Survey and Consulting Services - Old DPS Site

Contract #2024285

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hodges, Donald	Houston, TX United States	X	
Hodges, Helen	Houston, TX United States	X	
Marks, Lynn	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Helen I. Hodges and my date of birth is [redacted].

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

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

Executed in Harris County, State of Texas, on the 26 day of August (month), 2024 (year).

Helen I. Hodges

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1206104

Date Filed:
08/27/2024

Date Acknowledged:
08/28/2024

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

Separation Systems Consultants, Inc.
Houston , TX United States

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

Williamson County

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.

P610-445P, 445A.12
Asbestos Survey and Consulting Services - Old DPS Site

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hodges, Donald	Houston, TX United States	X	
Hodges, Helen	Houston, TX United States	X	
Marks, Lynn	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 **54.**

Meeting Date: 09/10/2024

Approval and Ratification of Emergency Purchase Order #187123 and agreement with Knight Restoration for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the Purchase Order #187123 and agreement Knight Restoration for emergency repairs to prevent water damage at 355 Texas Ave, Round Rock, TX, in the amount of $47,800.00, exempting this purchase from competitive bidding requirements per Texas Local Government Code Discretionary Exemptions 262.024 (a)(3) [an item necessary because of unforeseen damage to public property].

Background

Facilities Management submitted for Sheet metal Flashing at all window headers and sills and painting project at the 355 Texas Ave, Round Rock, TX location. The department requested purchasing escalate the approval for requisition to prevent further damage. Origination #640. The funding source is 01.0100.1073.004509 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form 1295 Knight Restoration complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:12 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:01 PM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:37 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
SERVICES CONTRACT
(Vince Knight d/b/a Knight Restoration)

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Vince Knight d/b/a Knight Restoration,** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include, but are not limited to the services and work described in the attached **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider for the services shall be capped and paid in the amount set out in **Exhibit "A"** upon final completion of the services as determined by County. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

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

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

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

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

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

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

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

A. As described in the attached **Exhibit "A,"**;
B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
C. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

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

WILLIAMSON COUNTY:

Bill Gravell (Aug 30, 2024 11:15 CDT)

Authorized Signature

Bill Gravell

Printed Name

Date: Aug 30, 2024 Aug 30, 2024, 20___

SERVICE PROVIDER:

Vince Knight d/b/a Knight Restoration
Name of Service Provider

Vince Knight

Authorized Signature

Vince Knight

Printed Name

Date: August 23, 2024

Project Completion Date: The Services set out in **Exhibit "A"** shall be completed by Service Provider on or before thirty (30) calendar days following the Effective Date.

Cooperative Purchasing Contract or Agreement (if applicable): N/A

Exhibit "A"

WCCHD, 355 Texas Avenue, Round Rock, TX 78664

Scope of Work:

1. Supply Boom lifts to access work area

2. Prep siding to manufacture recommendations

3. Supply and install two (2) coats of Sherwin Williams A-100 acrylic latex in strict accordance with manufacturer recommendations

4. Clean jobsite of all debris from project

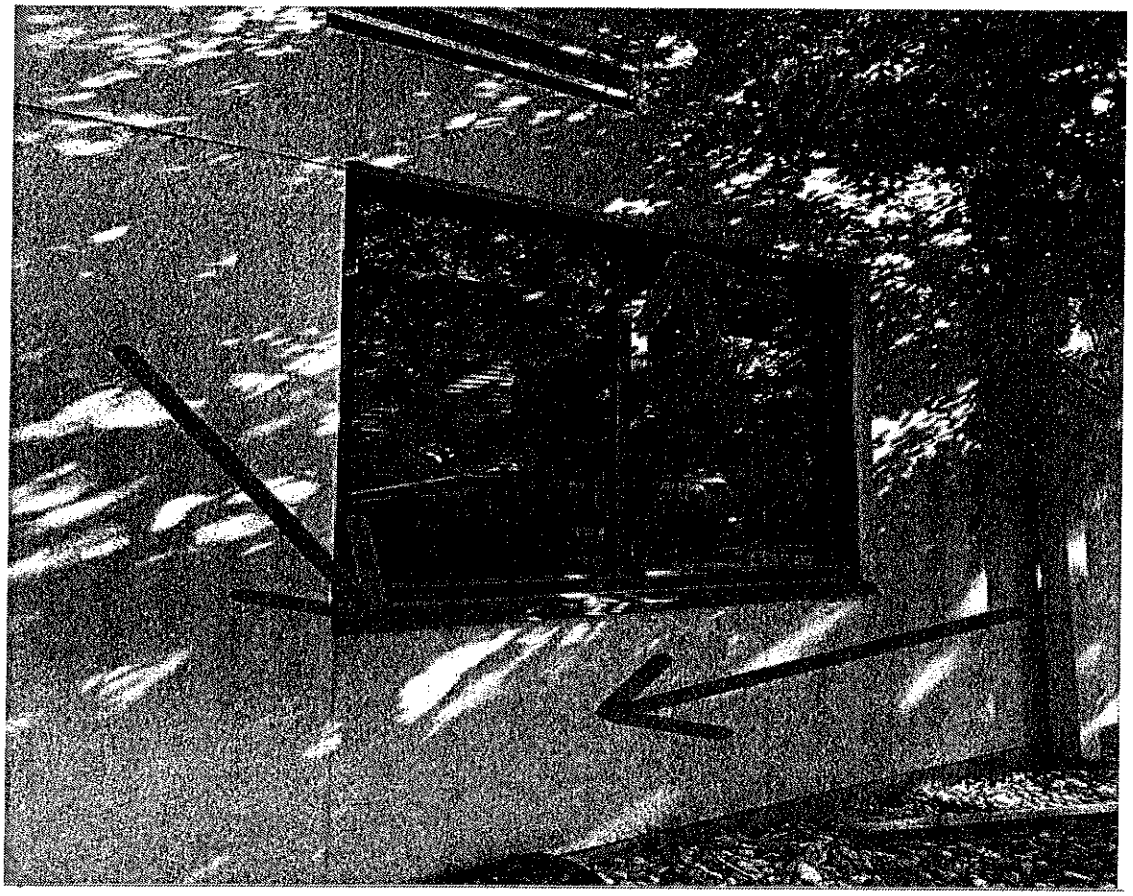
5. Knight Restoration will guarantee our work for five (5) years from the completion date of the work.

6. Install sheet metal flashing at all window headers and sills.

See pictures below for location of work

Total Cost of Work: $47,800.00

Exhibit "A"



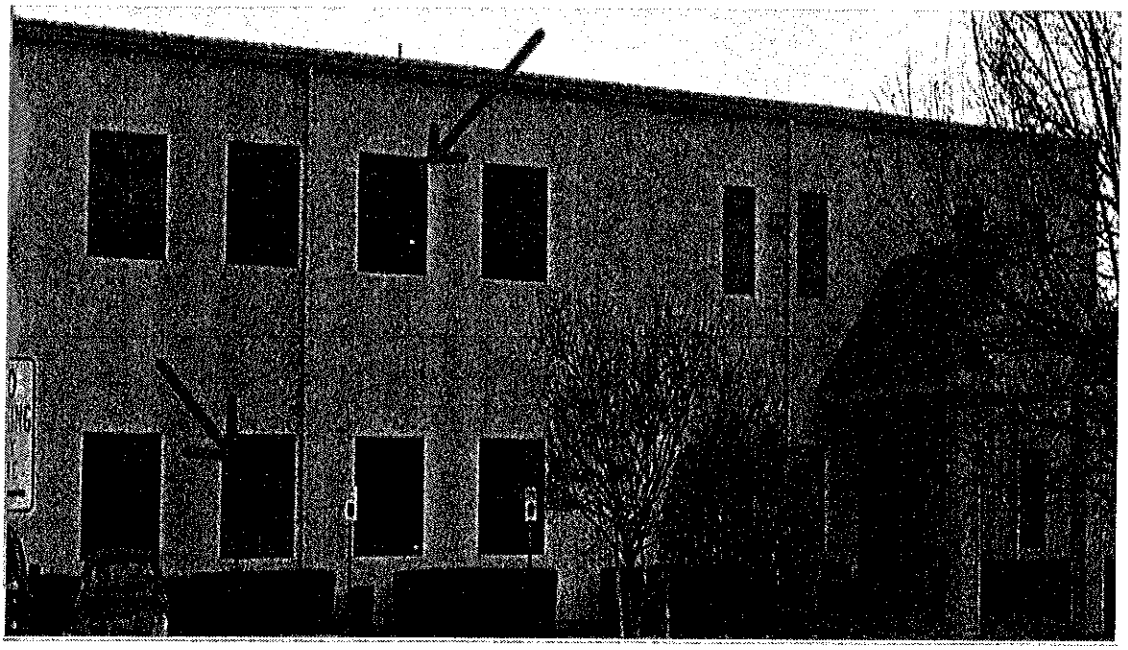
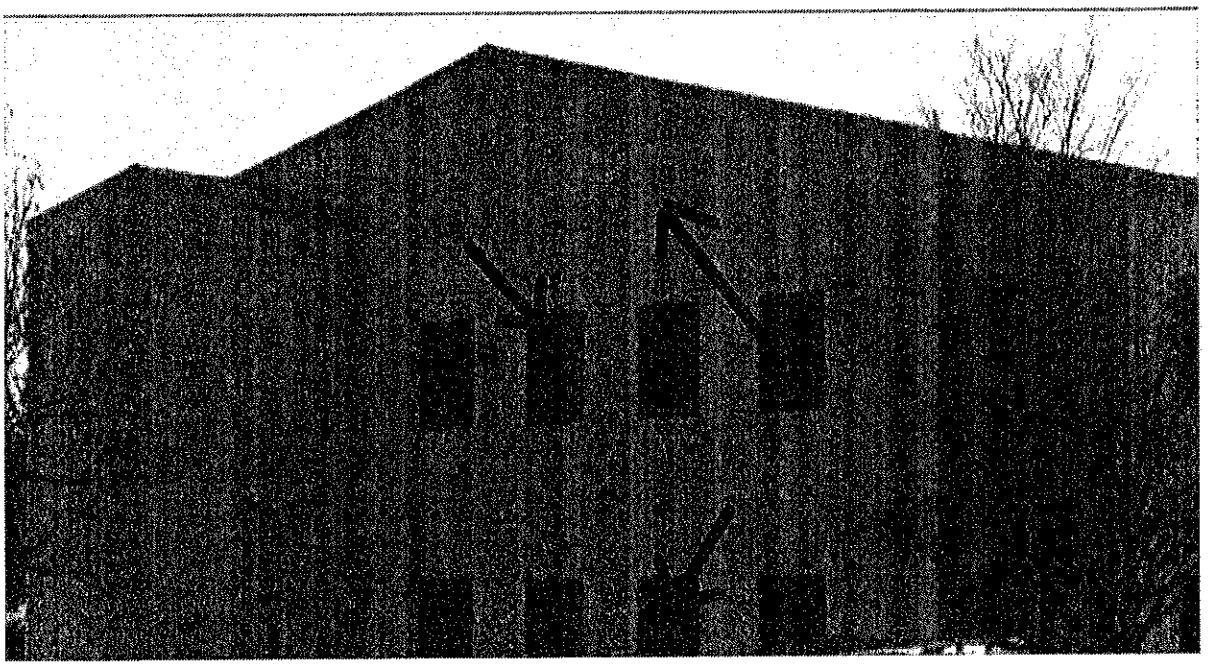


Exhibit "A"



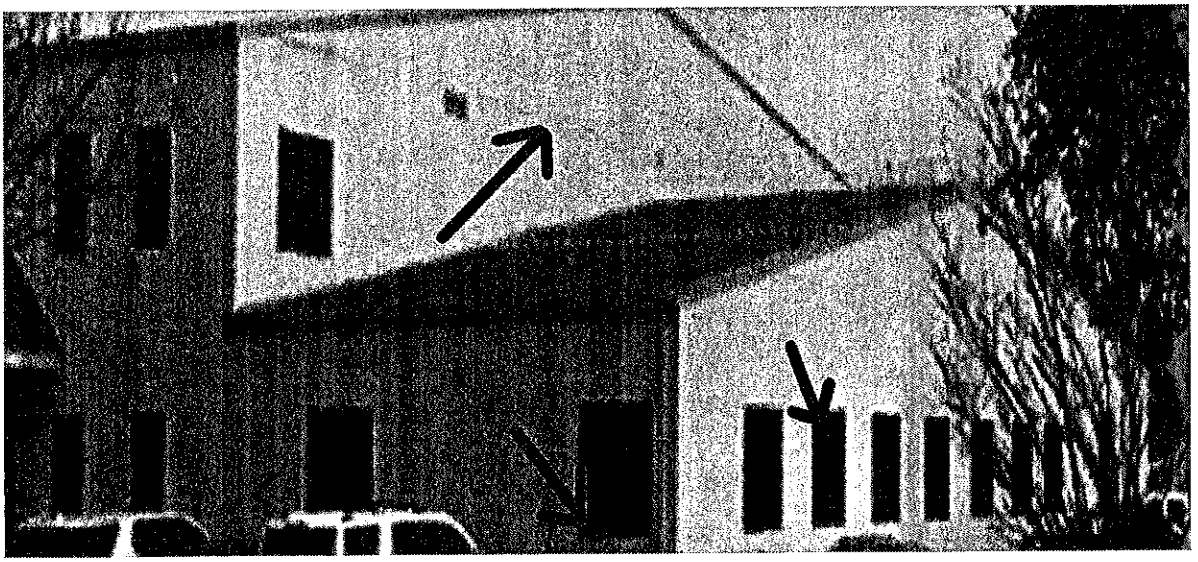


EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

Knight Restoration - 355 Texas Avenue

Final Audit Report 2024-08-30

Created:	2024-08-30
By:	Christy Matoska (christy.matoska@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWt5ExBaukTeybqWOPA-8MP2sa0boEm3V

"Knight Restoration - 355 Texas Avenue" History

Document created by Christy Matoska (christy.matoska@wilco.org)
2024-08-30 - 1:59:24 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-30 - 2:00:13 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-30 - 4:14:43 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-30 - 4:15:26 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-08-30 - 4:15:26 PM GMT

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Adobe
Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1180509

Date Filed:
06/25/2024

Date Acknowledged:

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

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

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

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

6 UNSWORN DECLARATION

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

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

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

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

SHELBY LYNN ROBERTS
Notary Public, State of Texas
Comm. Expires 08-12-2026
Notary ID 131674375

Shelby Roberts
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1180509

Date Filed:
06/25/2024

Date Acknowledged:
07/01/2024

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

Knight Restoration
Hutto, TX United States

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

Williamson County, 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.

355 Texas Ave.
Sealant at hardie board

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **55.**

Meeting Date: 09/10/2024

Approval of purchase for Manville Bulk Water Order for CR 460 for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement #2024272 for the purchase of bulk water through a fire hydrant meter between Manville Water Supply Corporation and Williamson County for CR 460 per the attached quote and execution of the agreement.

Background

Per the quote, the construction meter is for temporary use for a period up to twelve (12) months. If a longer period is needed, a three (3) month extension must be submitted and approved. There will be a $75.00 (non prorated) monthly base charge in addition to water purchased at $10.00 per thousand. A membership fee of $100.00 and security deposit amount of $2,000.00 will be required. Form 1295 is not required. The funding source is 01.0200.0210.004430 and the point of contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Manville Water Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:41 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:26 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 08:12 AM
Final Approval Date: 09/03/2024		

MANVILLE WATER SUPPLY CORPORATION

PO Box 248 Coupland, TX 78615 Phone: 512-856-2488
Email: bulk-meter@manvillewsc.org

BULK WATER - HYDRANT METER AGREEMENT

FEES: $100 membership / $2000 security deposit

Company Name: Williamson County Road & Bridge Division Date: July 25, 2024

Billing Address: 3151 SE Inner Loop, Georgetown TX, 78626

Office Contact: Kelly Murphy Phone: 512-943-3331

On-Site Contact: Carlos Arellano Phone: 512-913-7866

Project Name: CR-460

Project Address: CR-460 City: Coupland

Meter Location: Coupland Fire Department Appx. Start & End Date: ASAP & TBD

BULK WATER - HYDRANT METER POLICY

Upon approval of the Bulk Water - Hydrant Meter Request , a membership fee of **$100.00** and a security deposit in the amount of **$2000.00** will be required along with this Bulk Water - Hydrant Meter Agreement.

Work must be located within the boundaries of Manville WSC's CCN service area.

TERMS: The construction meter is for temporary use for a period up to **twelve (12) months**. If a longer period is needed, a new application for a **three (3) month extension** must be submitted and approved.

DAMAGE: The construction meter must be operated in a responsible manner at all times so as not to cause damage to the meter, backflow device, fire hydrant and/or the water system. Any damage caused from improper operation of the meter (ie: damage from water pressure spikes caused by rotating the valve faster than permitted, failure to disconnect the hose when leaving the meter location, failure to close valve properly, etc.) will be charged to the applicant and will result in immediate termination of this agreement.

BACKFLOW DEVICE: All construction meters are equipped with a backflow device and flow restrictor provided by Manville WSC. Applicant is responsible for **ANY** damage or loss of the FH meter and/or backflow device. If the meter and or backflow device is lost, stolen or damaged the security deposit will be forfeited and the applicant will be responsible for any shortfall between the amount due and the deposit.

CLOSING ACCOUNT: The membership and security deposit are only refundable after the account is closed and the meter is returned and accepted by Manville WSC in good working condition. You will need to call our office at 512-856-2488 to request disconnection. The bulk meter deposit will be refunded less any charges on the final bill.

TOOLS: A Hydrant Wrench is needed to operate a bulk water meter and it must be turned off at the close of each business day. Proper use of this wrench is required. Any damage to the bulk water meter or hydrant due to improper use of the wrench may result in additional charges to the customer.

RELOCATION: *DO NOT* remove the meter from fire hydrant. If the meter needs to be relocated during this term a new request form will need to be filled out and approved by the Corporation. The ***$75.00 reconnection/reset fee*** must be paid and then Manville staff will relocate the meter.

MONTHLY BILLING: Base Rate $75 (non pro-rated) + Water Usage Charge of $10 per 1,000 gallons

WARNING ! *Fire hydrant, fire hydrant meter, and RPZ are extremely susceptible to freeze damage during the winter months, applicant is responsible for wrapping these devices.*

IMPORTANT NOTICE: In the event Manville WSC is forced to implement Stage 2 Mandatory Water Restrictions per its drought contigency plan, no NEW applications or extensions will be accepted and the Corporation may suspend service on any bulk water supply agreements that are in effect at the time. Under Stage 3 Mandatory Water Restriction all bulk water supply agreements will be terminated immediately, meters removed and accounts closed out.

CUSTOMER PROVIDED METERS: Customers may provide their own meter however Manville's GM must approve the application. Manville requires the bulk meter to be chained and locked to the fire hydrant/flush valve and it must not be removed until Manville has taken final reading from the meter. Customers violating this requirement for any reason will forfeit their security deposit.

I understand that this application is for temporary water (through a construction meter) for the sole purpose of construction work within Manville's CCN service area at the address/location stated above. I further understand that Manville WSC has the right to remove the construction meter without prior notice if the meter is being used in an improper manner as determined by the Corporation. I understand that the water supplied through the meter may be subject to frequent or indefinite interruptions at any time by the Corporation. I also understand that I am responsible for this meter and its usage until I give proper written notification to the WSC office that the meter is to be removed and the Corporation has the meter back in its possession.

☑ I acknowledge that I have read and understand the above Bulk Water - Construction Hydrant Meter policy requirements, and agree to comply with procedures and processes of Manville WSC.

Authorized Signature **Printed Name** **Date**

NOTE - After submitting form and payment allow up to 3 business days for the meter to be set.

To be completed by Manville Representatives		
Received By:	Date:	Payment Info:
Meter # _____	Account # _____	Work Order # _____
Beginning Reading _____	Meter Set Date _____	
Ending Reading _____	Meter Pulled Date _____	
Acct Closed Date _____ By:	Refund Ck #	By:

MWSC is an equal opportunity provider and employer.

Commissioners Court - Regular Session **56.**

Meeting Date: 09/10/2024

Approval of Addendum for Gaston & Sheehan Auctioneers for Fleet Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Williamson County Addendum #2024271 for Gaston & Sheehan Auctioneers for disposal of county vehicles and vehicle equipment through auction, as per BuyBoard contract #708-23, and authorizing the execution of the agreement.

Background

Approval of this addendum will support the operations of the Williamson County Fleet department by auctioning off County vehicles, as well as equipment and such property. This is a revenue contract. The auctioneers will inventory, photograph and list the vehicles for auction to be sold. This will be at no charge to the County. The auctioneers will charge and retain a 12.5% buyer's premium. The Auctioneers will receive inventory from the county or coordinate towing services on an as-needed basis. This contract shall continue in full force until September 30, 2027, with an option to renew this addendum for up to two (2) additional one-year terms. There will be no commission fee for the seller. Department Point of Contact is Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gaston & Sheehan Addendum

1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:17 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:13 PM
Form Started By: Koren Shannon		Started On: 09/03/2024 11:46 AM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY ADDENDUM FOR GASTON & SHEEHAN AUCTIONEERS

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

THIS ADDENDUM FOR GASTON & SHEEHAN AUCTIONEERS ("Addendum") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Gaston & Sheehan Auctioneers, Inc.** (hereinafter "Auctioneers"), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted Auctioneers Online Consignment Contract ("Contract"), and the following changes shall be incorporated as if part of the Contract.

I.

Term: The term of this Addendum shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until September 30, 2027, unless terminated earlier. At the end of the initial term, the parties upon mutual agreement, shall have the option to renew this Addendum for up to two additional one-year terms, with the terms and conditions remaining the same.

II.

Termination for Convenience: Either party may terminate this Addendum for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party.

III.

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.

IV.

Compliance With All Laws: Auctioneers agrees and will comply with all local, state, or federal requirements with respect to the services rendered.

V.

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

VI.

Notice: Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AUCTIONEERS: Gaston & Sheehan Auctioneers, Inc.
1420 FM 685
Pflugerville, Texas 78660

COUNTY: Williamson County Judge
Judge Bill Gravell, Jr.
710 Main Street, Ste. 101
Georgetown, Texas 78626

VII.

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

VIII.

Indemnification: AUCTIONEERS SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS 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 AUCTIONEERS OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS ADDENDUM.

IX.

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

X.

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

XI.

Exclusivity: Auctioneers hereby acknowledges that County is not hereby granting an exclusive right to Auctioneers for the provision of auctioneering services for County and that County may retain other auctioneering entities to provide County with auctioneering services.

XII.

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

XIII.

Good Faith Clause: Auctioneers agrees to act in good faith in the performance of this Addendum.

XIV.

No Assignment: Auctioneers may not assign this Addendum without written consent of the County.

XV.

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

XVI.

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

A. This Addendum;
B. Auctioneers' Agreement, marked as **Exhibit A;** and
C. The cooperative purchasing contract (BuyBoard 708-23)

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

XVII.

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

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

GASTON & SHEEHAN AUCTIONEERS, INC.
Name of Service Provider

Robert J. Sheehan
Authorized Signature

Robert J. Sheehan
Printed Name

Date: August 28, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 29 2024 Time: 3:26 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 29 2024 Time: 3:11 pm

Exhibit A

GASTON&SHEEHAN
AUCTIONEERS, APPRAISERS AND REALTY

ONLINE CONSIGNMENT CONTRACT

This agreement is between GASTON & SHEEHAN AUCTIONEERS, INC., hereafter referred to as "AUCTIONEERS" and the WILLIAMSON COUNTY, herein referred to as "SELLER". This agreement is to conduct online auctions for vehicles, equipment and such property.

1. SELLER hereby consigns to the AUCTIONEERS and employs such AUCTIONEERS to sell online at www.TxAuction.com.

2. AUCTIONEERS will inventory, lot/group, photograph and list the property with the agreed upon starting prices and auction dates.

3. AUCTIONEERS will market the property utilizing email blasts and social media.

4. AUCTIONEERS will accommodate any preview request and respond to any questions or requests.

5. SELLER warrants that he has the right to consign the property for sale and that it is free and clear of liens, encumbrances and claims of third parties and that good title shall pass to the buyer. Furthermore, the SELLER, to the extent authorized under Texas law, shall indemnify and hold harmless the AUCTIONEERS against all suits, actions, costs or charges, in respect to any charges or encumbrances or defects in title which are not disclosed.

6. There will be no commission fee to the SELLER. The AUCTIONEERS will charge and retain a 12.5 % buyer's premium. The AUCTIONEERS will receive inventory from the County or coordinate towing services on an as needed basis.

7. Decal removal services are available for $65 per unit. This fee would be deducted from the unit's sale price. Our team would provide a list of units that come in needing the decal removal and remit for your approval prior to taking any action, if required.

8. The contents of this document are intended to be the whole of the agreement between the AUCTIONEERS and the SELLER. Any negotiations, contracts or agreements concerning this property, if any, are merged into this agreement and this agreement is the complete, entire and only agreement between AUCTIONEERS and SELLER. This agreement shall be governed by and construed according to the laws of the State of Texas.

SELLER'S funds made payable to: _____

Contact(s): _____

Address: _____

City / St: _____

Phone #: _____ Email Address: _____

SELLER'S SIGNATURE: _____ **DATE:** _____

AUCTIONEER'S SIGNATURE: *Lisa Rzepniewski* **DATE:** **08/21/2024**

Gaston & Sheehan Auctioneers, Inc. * TXL 6497
Compliments or complaints should be directed to Texas Department of Licensing & Regulation
P.O. Box 12157, Austin, TX 78711 * (512) 463-2906 Ext. 33129

1420 FM 685 - Pflugerville, TX 78660 - Tel: 512 251-2780
www.TXAUCTION.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1203567

Date Filed:
08/21/2024

Date Acknowledged:
08/22/2024

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

Gaston & Sheehan Auctioneers, Inc.
Pflugerville, 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.

2024271
Online auction for vehicle, equipment and such property

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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Pflugerville, TX United States

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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.
2024271
Online auction for vehicle, equipment and such property

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Texas, on the 21st day of August, 2024
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **57.**

Meeting Date: 09/10/2024

Authorize issuing IFB #24IFB72 – Crack Seal Services for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Crack Seal Services, under IFB #24IFB72.

Background

Williamson County is seeking qualified companies to provide experienced crack seal crews and equipment to clean and seal joints and cracks in asphalt pavement. We are anticipating selecting one firm for this work. The estimated budget is $900,000.00. The funding source is 01.0200.0210.003599 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:21 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:13 AM
Form Started By: Fernando Ramirez		Started On: 08/23/2024 09:30 AM
Final Approval Date: 09/03/2024		

Commissioners Court - Regular Session **58.**

Meeting Date: 09/10/2024

Walker 24RFSQ13 WA3 River Ranch Boundary Survey

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of $7,500.00 to expire on September 30, 2025 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2024 for River Ranch Boundary Survey. Funding source: 01.0100.3107.004100.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker Texas Surveyors 24RFSQ13 WA3 River Ranch Boundary Survey

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 11:12 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:30 PM
Form Started By: Vicky Edwards		Started On: 09/05/2024 10:56 AM
Final Approval Date: 09/05/2024		

WORK AUTHORIZATION NO. 3
PROJECT: River Ranch Boundary Survey

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Walker Texas Surveyors, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$7,500.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2025**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _____.

SURVEYOR:	COUNTY:
Walker Texas Surveyors, Inc.	Williamson County, Texas
By: Karen Walker Signature	By: _____ Signature
Karen Walker Printed Name	Bill Gravell, Jr. Printed Name
President Title	County Judge Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Surveying Services for survey tasks.

Attachment C - Work Schedule

Walker Texas Surveyors will provide a work schedule for the assigned tasks.

Attachment D - Fee Schedule

Please see next page.

RATE SCHEDULE

Walker Texas Surveyors, Inc.

Effective January 1, 2024, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

Classification	Rates
RPLS	$180.00 per hour
Project Manager	$210.00 per hour
Field Coordinator	$150.00 per hour
Senior Survey Technician	$145.00 per hour
CAD Draftsman	$110.00 per hour
Administrative/Research	$90.00 per hour
One (1) Person Field Crew	$155.00 per hour
Two (2) Person Field Crew	$210.00 per hour
Additional Crewmember	$55.00 per hour
Aerial Drone Operations	$375.00 per hour
Extra Vehicle – ATV/4 Wheeler	$300.00 per day

DIRECT EXPENSES

Transportation:	Current IRS Rate
By Firm's Passenger Vehicles (Note 1)	
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

Commissioners Court - Regular Session **59.**

Meeting Date: 09/10/2024

Preliminary plat for the Spoonts Ranch subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval for the Preliminary plat for the Spoonts Ranch subdivision – Pct 2

Background

This proposed subdivision consists of 12 lots and 1,217 linear feet of new public roads on 28.18 acres.

Timeline

2024-05-16 – initial submittal of the preliminary plat
2024-06-14 – 1st review complete with comments
2024-07-23 – 2nd submittal of preliminary plat
2024-08-06 – 2nd review complete with comments
2024-08-17 – 3rd submittal of preliminary plat
2024-08-30 – 3rd review complete with comments
2024-09-04 – 4th review complete and comments clear
2024-09-05 – preliminary plat placed on the September 10, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Spoonts Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:30 PM
Form Started By: Adam Boatright		Started On: 09/05/2024 11:22 AM
Final Approval Date: 09/05/2024		

EXISTING BOUNDARY LINE TABLE		
NUMBER	BEARING	DISTANCE
L101	N88°42'46"W	69.92'
L102	S86°57'25"W	110.18'
L103	N21°05'46"W	179.09'
L104	N36°54'30"E	199.68'
L105	S53°05'30"E	126.58'
L106	N58°23'46"W	27.53'
L107	N23°21'23"E	154.09'
L108	N76°42'19"E	128.23'
L109	N04°49'07"W	39.86'
L110	N83°02'39"E	204.44'

TOTAL PROPERTY:	28.175 ACRES
TOTAL LOTS:	12
TOTAL LF ROAD:	1217 LF

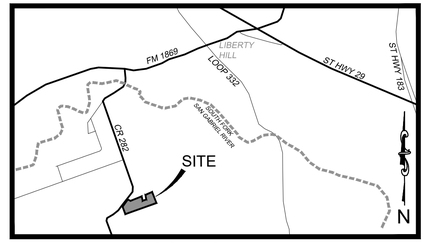
LEGEND

- PROPOSED PROPERTY LINE
- EXISTING BOUNDARY LINE
- PROPOSED SETBACK LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- EXISTING CONTOURS
- EXISTING CITY E.T.J. LINE

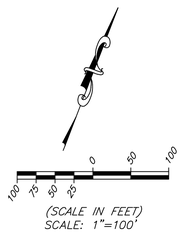
15 TOTAL LOTS x 8 = 144 ADT

CONTACTS & UTILITIES

ENGINEER AND AGENT *ELI ENGINEERING, P.L.L.C.* *700 THERESA COVE* *CEDAR PARK, TEXAS 78613* *CONTACT: GARY ELI JONES, P.E.* *512-918-0819 F.512-532-0560 gejtexas@gmailcom*	SURVEYOR *ABRAM C. DASHNER, R.P.L.S. NO. 5901* *6448 HWY 290 EAST, SUITE B-105* *AUSTIN, TX 78723* *512-244-3395*	GAS SERVICE *PRIVATE PROPANE* *SERVICE PER LOT*
OWNER *BETTE SPOONTS ESTATE* *700 THERESA COVE* *CEDAR PARK, TEXAS 78613* *512-918-0819 jonesfamily.austin@gmailcom*	WATER *PRIVATE WELL PER LOT*	TELEPHONE *AT&T* *208 SOUTH ACKARD STREET* *DALLAS, TEXAS 75202* *888-333-6651*
ELECTRIC *PEDERNALES* *ELECTRIC COOPERATIVE* *10625 WEST STATE HWY 29* *LIBERTY HILL, TEXAS 78642* *512-778-5470*	WASTEWATER *PRIVATE ON-SITE* *SEWAGE FACILITY* *PER LOT*	FIRE DEPARTMENT *WILLIAMSON COUNTY E.S.D. #4* *301 LOOP 332* *LIBERTY HILL, TEXAS 78642* *512-515-5165*



LOCATION MAP
N.T.S.

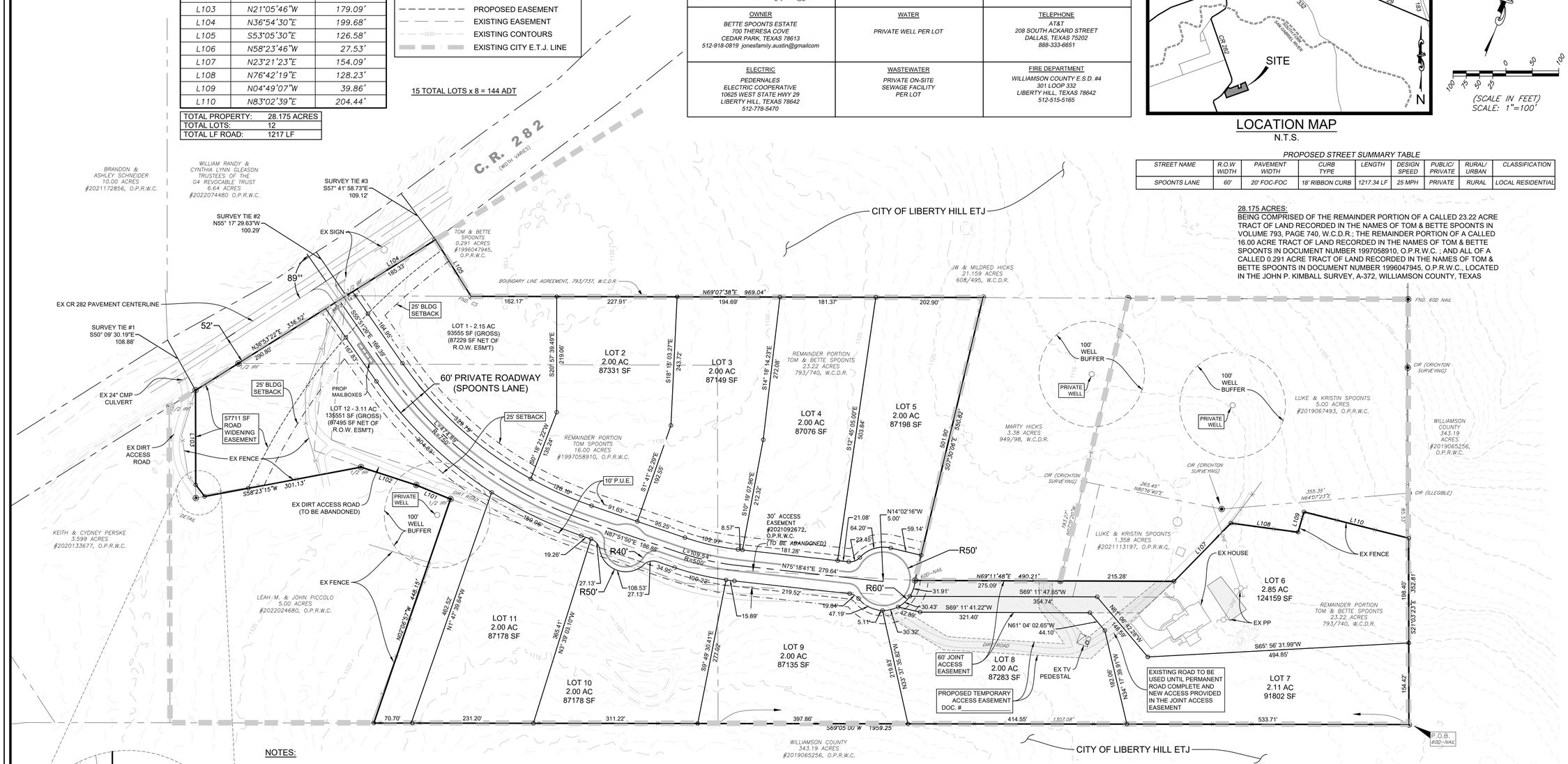


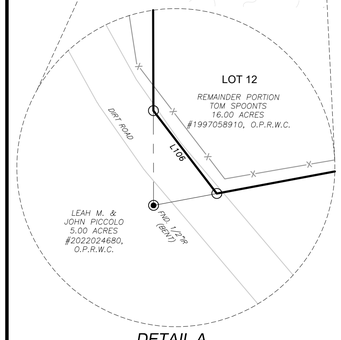
(SCALE IN FEET)
SCALE: 1"=100'

PROPOSED STREET SUMMARY TABLE

STREET NAME	R.O.W WIDTH	PAVEMENT WIDTH	CURB TYPE	LENGTH	DESIGN SPEED	PUBLIC/ PRIVATE	RURAL/ URBAN	CLASSIFICATION
SPOONTS LANE	60'	20' FOC-FOC	18" RIBBON CURB	1217.34 LF	25 MPH	PRIVATE	RURAL	LOCAL RESIDENTIAL

28.175 ACRES:
BEING COMPRISED OF THE REMAINDER PORTION OF A CALLED 23.22 ACRE TRACT OF LAND RECORDED IN THE NAMES OF TOM & BETTE SPOONTS IN VOLUME 793, PAGE 740, W.C.D.R.; THE REMAINDER PORTION OF A CALLED 16.00 ACRE TRACT OF LAND RECORDED IN THE NAMES OF TOM & BETTE SPOONTS IN DOCUMENT NUMBER 1997058910, O.P.R.W.C. ; AND ALL OF A CALLED 0.291 ACRE TRACT OF LAND RECORDED IN THE NAMES OF TOM & BETTE SPOONTS IN DOCUMENT NUMBER 1996047945, O.P.R.W.C., LOCATED IN THE JOHN P. KIMBALL SURVEY, A-372, WILLIAMSON COUNTY, TEXAS





DETAIL A
SCALE: 1"=20'

NOTES:

1) NO BUILDING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY WILLIAMSON COUNTY.

2) A 10' P.U.E. IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.

3) UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE:

WATER	PRIVATE WELL
WASTEWATER	SEPTIC
ELECTRIC	PEDERNALES ELEC CORP
GAS	PROPANE

4) NO SIDEWALKS ARE PROPOSED FOR THIS PROJECT.

5) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF 100-YR FLOODPLAIN BASED ON FEMA PANEL NO. 48491C0240F & PANEL NO. 48491C0245F, DATED DEC. 20, 2019.

6) DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 282.

7) 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.

8) THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD-WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

9) 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.

10) NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF ADJACENT STREETS.

11) DESIGN SPEED OF PROPOSED PRIVATE ROADWAY TO BE 25 MPH.

12) ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED ONTO COUNTY ROAD 282.

13) IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS IS PROHIBITED WITHOUT FIRST OBTAINING AND EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY OR THE CITY OF LIBERTY HILL TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

14) RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

15) MAXIMUM OF 20% IMPERVIOUS COVER FOR THE SUBDIVISION, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.

16) THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHEN NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.

17) 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.

18) LOTS 6, 7, AND LUKE AND KRISTIN SPOONTS PROPERTY SHALL ONLY USE A SINGLE SHARED DRIVEWAY. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.

19) THIS SUBDIVISION IS DESIGNED TO ALLOW NATURAL DRAINAGE PATTERNS TO SHEET FLOW ACROSS THE PROPERTIES AND ROADWAYS. PROPERTY GRADING SHALL DIRECT WATER AWAY FROM THE STRUCTURAL FOUNDATION, INCLUDING STORMWATER THAT ORIGINATED ACROSS ROADWAYS. IT IS THE PROPERTY OWNERS RESPONSIBILITY TO ENSURE THAT TOP OF GRASS OR OTHER LANDSCAPING ALONG RIBBON CURB, ON THE DOWNSLOPE SIDE OF THE ROADWAY, DOES NOT OBSTRUCT OR REDIRECT FLOW WITHIN THE RIGHT-OF-WAY. THE REQUIREMENT APPLIES TO ALL LOTS.

20) A CERTIFICATION OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THE CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

21) THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2.0 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

22) LOTS 6 AND 7 MAY NOT BE FURTHER SUBDIVIDED.

23) ALL LOTS WILL BE SERVED BY PRIVATE ON-SITE WELLS.

24) THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATIONS, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC., PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.

25) THE ROADS IN THIS SUBDIVISION SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE PROPERTY OWNERS ASSOCIATION.

26) RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

27) WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS.

THIS AREA IS RESERVED FOR FUTURE CITY APPROVAL STAMP

NO.	DATE	REVISION	BY

PROJECT / PERMIT #: _____

GARY ELI JONES 79198 REGISTERED PROFESSIONAL ENGINEER
Aug 30, 2024

TBPELS FIRM No. 17877
ELI ENGINEERING
gejtexas@gmail.com
ELI ENGINEERING, PLLC.
700 THERESA COVE, CEDAR PARK, TX 78613
512-658-8095

COUNTY OF WILLIAMSON TEXAS

SPOONTS RANCH
A PRIVATE SUBDIVISION
PRELIMINARY PLAN

HORIZ.=
DRAWING SCALE:
VERT.=

SURVEYED:
FILE NAME:
DATE:
DRAWN: GEJ/JTC
DESIGNED: EEI

SHEET 1 OF 1

PROJECT No. / PERMIT# : _____

C:\Users\JIcox\Dropbox (Personal)\ELI Engineering\2--Working Folder\SPOONTS RANCH\ELI_SPOONTS_PRELIM LOT PLAN.dwg Aug 30, 24 4:15 pm

Commissioners Court - Regular Session **60.**

Meeting Date: 09/10/2024

Replat of the Firefly Pointe Phase 1 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval for the replat of the Firefly Pointe Phase 1 subdivision – Precinct 4.

Background

This is a replat of the Firefly Pointe Phase 1 subdivision. The purpose of this replat is to revise the building setback lines. There are no new lots or streets.

Timeline

2024-07-01 – initial submittal of the replat
2024-07-31 – 1st review complete with comments
2024-08-02 – 2nd submittal of replat
2024-08-07 – 2nd review complete with comments clear
2024-08-28 – replat received with signatures
2024-09-05 – replat placed on the September 10, 2024 Commissioners Court agenda for consideration

---

Fiscal Impact

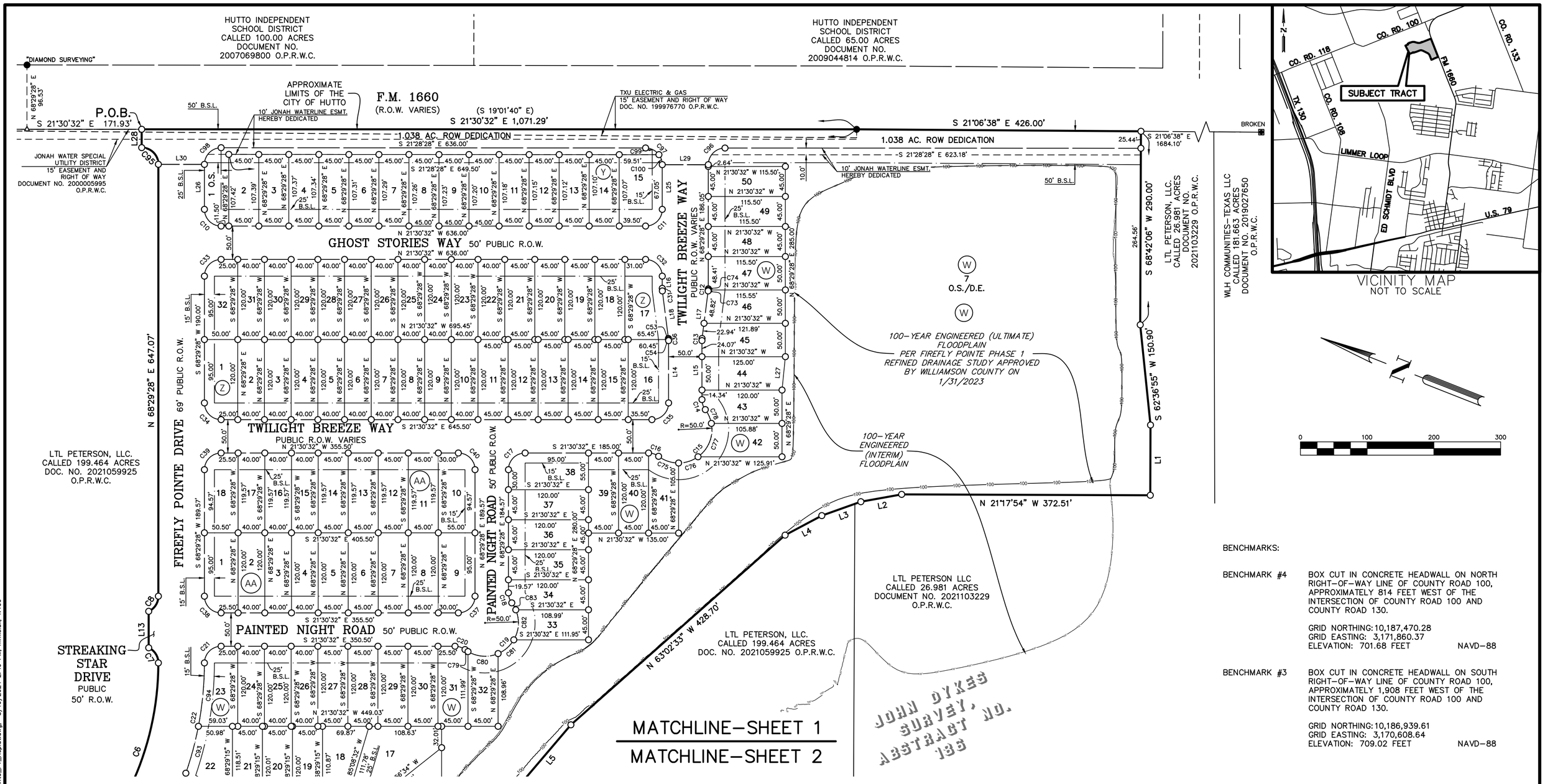
From/To	Acct No.	Description	Amount

Attachments

Replat - Firefly Pointe Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:30 PM
Form Started By: Adam Boatright		Started On: 09/05/2024 11:15 AM
Final Approval Date: 09/05/2024		



BENCHMARKS:

BENCHMARK #4 — BOX CUT IN CONCRETE HEADWALL ON NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 100, APPROXIMATELY 814 FEET WEST OF THE INTERSECTION OF COUNTY ROAD 100 AND COUNTY ROAD 130.

GRID NORTHING: 10,187,470.28
GRID EASTING: 3,171,860.37
ELEVATION: 701.68 FEET NAVD-88

BENCHMARK #3 — BOX CUT IN CONCRETE HEADWALL ON SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 100, APPROXIMATELY 1,908 FEET WEST OF THE INTERSECTION OF COUNTY ROAD 100 AND COUNTY ROAD 130.

GRID NORTHING: 10,186,939.61
GRID EASTING: 3,170,608.64
ELEVATION: 709.02 FEET NAVD-88

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. COMBINED SCALE FACTOR = 0.99987893.
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0510F, REVISED DECEMBER 20, 2019.

LEGEND

B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
F.F.E.	FINISHED FLOOR ELEVATION
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
S.S.E.	STORM SEWER EASEMENT
VOL.	VOLUME
W.L.E.	WATER LINE EASEMENT
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
▣	FOUND TxDOT TYPE I MONUMENT
△	CALCULATED POINT
.....	PROPOSED SIDEWALK
	SCALE BREAK SYMBOL

REPLAT OF
FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.193 ACRES OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
RESIDENTIAL	148	18.192 AC.
RIGHT-OF-WAY	–	8.143 AC.
OPEN SPACE/DRAINAGE ESMT.	1	13.186 AC.
OPEN SPACE	2	0.297 AC.
AMENITY CENTER	1	1.337 AC
RIGHT-OF-WAY DEDICATION	–	1.038 AC
TOTAL	152	42.193 AC.

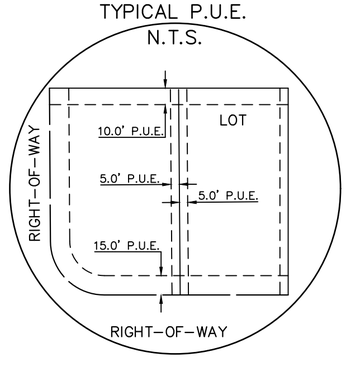
OWNERS: LTL PETERSON, LLC.
ADDRESS: 13620 N. FM 620, BLDG. B, SUITE 150 AUSTIN, TEXAS 78717
PHONE:

ACREAGE: 42.193 ACRES
SURVEY: JOHN DYKES SURVEY, ABSTRACT NO. 186

PLAT SUBMITTED: 8/2/2024

SURVEYOR: BGE, INC. – JONATHAN O. NOBLES, RPLS
PHONE: (512) 879-0441
ENGINEER: BGE, INC. – RICHARD PHAM, PE
PHONE: (512) 620-8638

DETAIL FOR TYPICAL P.U.E.
N.T.S.



BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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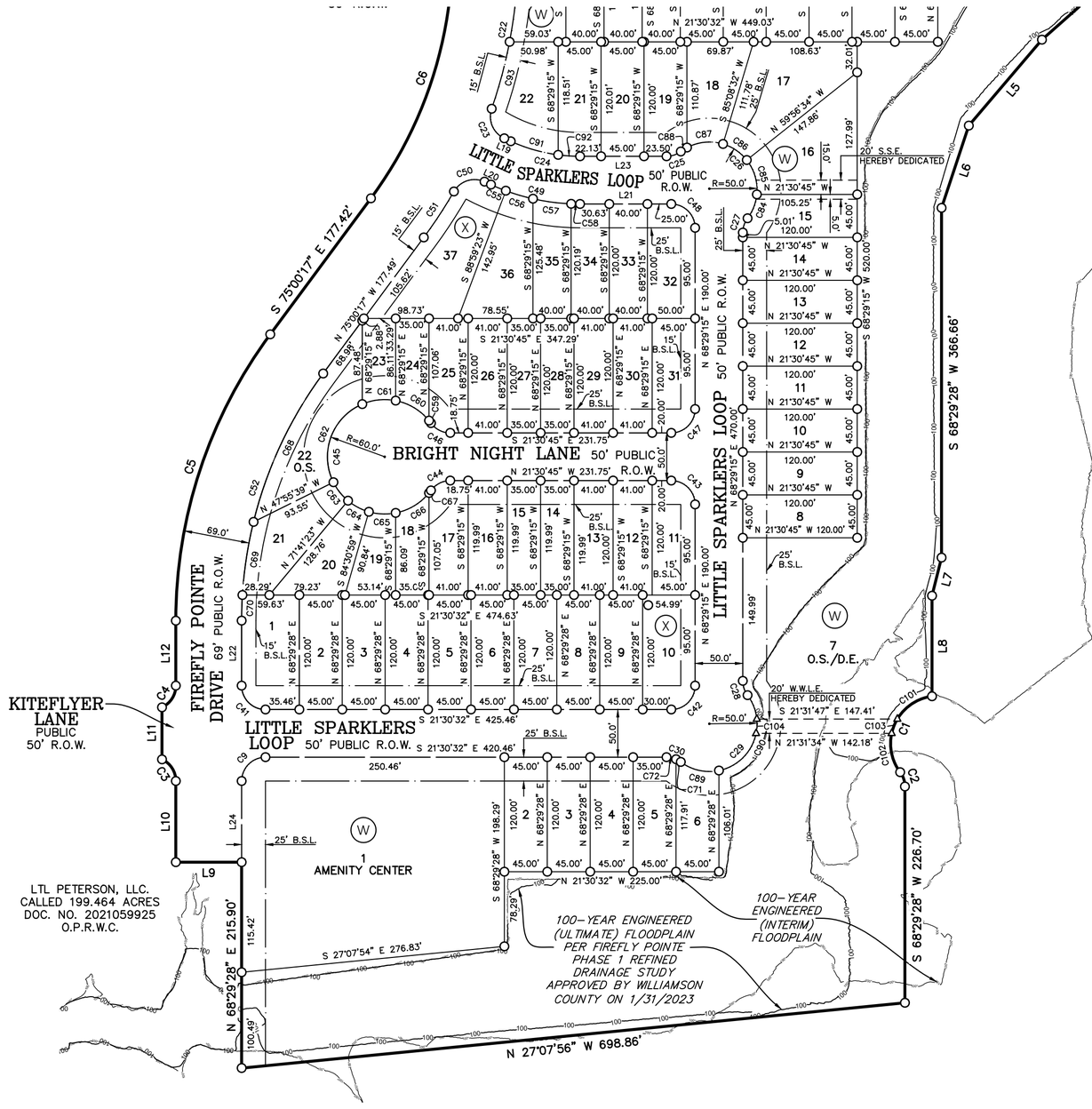

REPLAT OF
FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.193 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

LEGEND

B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
DOC.	DOCUMENT
F.F.E.	FINISHED FLOOR ELEVATION
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
O.S.	OPEN SPACE
PG.	PAGE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT–OF–WAY
S.S.E.	STORM SEWER EASEMENT
VOL.	VOLUME
W.L.E.	WATER LINE EASEMENT
W.W.L.E.	WASTEWATER LINE EASEMENT
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/ "BGE, INC." CAP
▣	FOUND TxDOT TYPE I MONUMENT
△	CALCULATED POINT
.....	PROPOSED SIDEWALK
	SCALE BREAK SYMBOL

STREET NAMES

STREET	R.O.W. WIDTH	CENTERLINE LENGTH	PAVEMENT WIDTH	CLASSIFICATION	DESIGN SPEED
BRIGHT NIGHT LANE	50 FT.	351 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
FIREFLY POINTE DRIVE	69 FT.	1,830 FT.	48 FT.	COLLECTOR (PUBLIC)	35 MPH
GHOST STORIES WAY	50 FT.	755 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
KITEFLYER LANE	50 FT.	49 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
LITTLE SPARKLERS LOOP	50 FT.	1,411 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
PAINTED NIGHT ROAD	50 FT.	755 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
TWILIGHT BREEZE WAY	VARIES	1,187 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
STREAKING STAR DRIVE	50 FT.	50 FT.	33 FT.	LOCAL (PUBLIC)	25 MPH
TOTAL LINEAR FEET		6,388 FT.			

BGE, Inc.
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Austin, Texas 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Lennar\10213-00-Peterson_Ph_1\SV\04_Finals\Drawings\Plat\Replat P1\10213-00_Firefly_Pointe_P1_Replat.dwg, 8/16/2024 2:49 PM, mmisiok, 1:100

FINISHED FLOOR ELEVATIONS		
LOT	BLOCK	MINIMUM F.F.E.
2	W	690.05'
3	W	689.75'
4	W	689.55'
5	W	689.00'
6	W	688.40'
8	W	684.58'
9	W	684.31'
10	W	684.25'
11	W	684.25'
12	W	684.25'
13	W	684.25'
14	W	684.25'
15	W	684.25'
16	W	684.25'
17	W	685.00'
31	W	683.95
32	W	683.95
33	W	682.96'
34	W	682.80'
35	W	682.47'
36	W	682.17'
39	W	680.30'
40	W	680.30'
41	W	680.30'
42	W	680.60'
43	W	680.50'
44	W	680.30'
45	W	680.30'
46	W	680.30'
47	W	680.72'
48	W	681.52'
49	W	682.13'
50	W	682.20'

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S68°42'06"W	105.28'
L2	N31°43'28"W	62.18'
L3	N41°08'04"W	62.08'
L4	N49°27'55"W	62.32'
L5	N71°06'18"W	118.28'
L6	S86°49'46"W	90.84'
L7	S82°31'38"W	41.23'
L8	S68°29'28"W	105.44'
L9	N21°30'32"W	69.00'
L10	N68°29'28"E	85.00'
L11	N68°29'28"E	54.62'
L12	N68°29'28"E	68.14'
L13	N68°29'28"E	54.62'
L14	N68°29'28"E	93.41'
L15	N68°29'28"E	88.41'

LINE DATA		
NUMBER	BEARING	DISTANCE
L16	N68°31'08"E	18.32'
L17	N75°46'26"E	71.76'
L18	N61°12'30"E	71.76'
L19	N3°01'28"E	7.40'
L20	N3°01'28"E	7.40'
L21	N21°30'45"W	95.63'
L22	S68°29'28"W	68.14'
L23	N21°30'45"W	90.63'
L24	N68°29'28"E	85.00'
L25	S68°29'28"W	67.05'
L26	N68°29'28"E	67.43'
L27	S74°12'06"W	50.25'
L28	N68°29'28"E	27.50'
L29	S21°26'58"E	69.00'
L30	N21°26'58"W	69.00'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	50.00'	119°17'01"	104.09'	N 88°44'13" W	86.29'
C2	25.00'	36°52'12"	16.09'	S 50°03'22" W	15.81'
C3	25.00'	65°09'54"	28.43'	N 35°54'30" E	26.93'
C4	25.00'	65°09'48"	28.43'	S 78°55'35" E	26.93'
C5	504.50'	36°30'44"	321.50'	N 86°44'49" E	316.08'
C6	435.50'	36°30'15"	277.46'	N 86°44'35" E	272.80'
C7	25.00'	65°09'55"	28.43'	N 35°54'30" E	26.93'
C8	25.00'	65°09'55"	28.43'	S 78°55'35" E	26.93'
C9	25.00'	90°05'10"	39.31'	N 66°27'57" W	35.38'
C10	25.00'	90°00'00"	39.27'	S 23°29'28" W	35.36'
C11	25.00'	90°00'00"	39.27'	S 66°30'32" E	35.36'
C12	25.00'	7°16'58"	3.18'	N 72°07'57" E	3.18'
C13	25.00'	7°16'58"	3.18'	S 72°07'57" W	3.18'
C14	25.00'	36°52'12"	16.09'	S 50°03'22" W	15.81'
C15	50.00'	163°44'23"	142.89'	S 66°30'32" E	98.99'
C16	25.00'	36°52'12"	16.09'	N 3°04'26" W	15.81'
C17	25.00'	90°00'00"	39.27'	N 66°30'32" W	35.36'
C18	25.00'	36°52'12"	16.09'	S 50°03'22" W	15.81'
C19	50.00'	163°44'23"	142.89'	S 66°30'32" E	98.99'
C20	25.00'	36°52'12"	16.09'	N 3°04'26" W	15.81'
C21	25.00'	90°00'00"	39.27'	N 66°30'32" W	35.36'
C22	504.50'	19°06'54"	168.31'	N 78°02'55" E	167.53'
C23	25.00'	84°34'54"	36.91'	S 45°18'55" W	33.64'
C24	175.00'	24°32'13"	74.94'	S 9°14'39" E	74.37'
C25	25.00'	36°52'12"	16.09'	S 39°56'51" E	15.81'
C26	50.00'	163°44'23"	142.89'	N 23°29'15" E	98.99'
C27	25.00'	36°52'12"	16.09'	S 86°55'21" W	15.81'
C28	25.00'	36°51'58"	16.09'	S 50°03'16" W	15.81'
C29	50.00'	163°44'22"	142.89'	S 66°30'32" E	98.99'
C30	25.00'	36°52'12"	16.09'	N 3°04'26" W	15.81'
C31	25.00'	9°00'16"	3.93'	S 65°24'55" W	3.92'
C32	25.00'	90°00'00"	39.27'	N 23°29'28" E	35.36'
C33	25.00'	90°00'00"	39.27'	N 66°30'32" W	35.36'
C34	25.00'	90°00'00"	39.27'	S 23°29'28" W	35.36'
C35	25.00'	90°00'00"	39.27'	S 66°30'32" E	35.36'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C36	25.00'	7°16'58"	3.18'	N 64°50'59" E	3.18'
C37	25.00'	90°00'00"	39.27'	S 66°30'32" E	35.36'
C38	25.00'	90°00'00"	39.27'	S 23°29'28" W	35.36'
C39	25.00'	90°00'00"	39.27'	N 66°30'32" W	35.36'
C40	25.00'	90°00'00"	39.27'	N 23°29'28" E	35.36'
C41	25.00'	90°05'31"	39.31'	S 23°26'42" W	35.38'
C42	25.00'	90°00'13"	39.27'	S 66°30'39" E	35.36'
C43	25.00'	90°00'00"	39.27'	N 23°29'15" E	35.36'
C44	25.00'	53°58'05"	23.55'	N 48°29'47" W	22.69'
C45	60.00'	287°56'10"	301.53'	S 68°29'15" W	70.59'
C46	25.00'	53°58'05"	23.55'	S 5°28'18" W	22.69'
C47	25.00'	90°00'00"	39.27'	S 66°30'45" E	35.36'
C48	25.00'	90°00'00"	39.27'	N 23°29'15" E	35.36'
C49	225.00'	24°32'13"	96.36'	S 9°14'39" E	95.62'
C50	25.00'	84°34'54"	36.91'	N 39°15'59" W	33.64'
C51	504.50'	6°33'08"	57.69'	S 78°16'52" E	57.66'
C52	435.50'	36°30'15"	277.46'	S 86°44'35" W	272.80'
C53	25.00'	3°38'02"	1.59'	N 63°01'31" E	1.59'
C54	25.00'	3°38'56"	1.59'	N 66°40'00" E	1.59'
C55	225.00'	4°17'35"	16.86'	S 0°52'41" W	16.85'
C56	225.00'	7°34'07"	29.72'	S 5°03'11" E	29.70'
C57	225.00'	10°17'18"	40.40'	S 13°58'53" E	40.35'
C58	225.00'	2°23'13"	9.37'	S 20°19'09" E	9.37'
C59	60.00'	3°11'10"	3.34'	N 30°51'45" E	3.34'
C60	60.00'	39°44'48"	41.62'	N 9°23'46" E	40.79'
C61	60.00'	34°06'33"	35.72'	N 27°31'55" W	35.19'
C62	60.00'	93°20'27"	97.75'	S 88°44'35" W	87.29'
C63	60.00'	23°45'44"	24.88'	S 30°11'29" W	24.71'
C64	60.00'	23°47'38"	24.92'	S 6°24'48" W	24.74'
C65	60.00'	27°03'50"	28.34'	S 19°00'56" E	28.08'
C66	60.00'	39°44'48"	41.62'	S 52°25'16" E	40.79'
C67	60.00'	3°11'10"	3.34'	S 73°53'15" E	3.34'
C68	435.50'	22°45'12"	172.95'	N 86°22'53" W	171.81'
C69	435.50'	10°12'55"	77.65'	S 77°08'03" W	77.54'
C70	435.50'	3°32'08"	26.87'	S 70°15'32" W	26.87'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C71	25.00'	13°17'25"	5.80'	N 8°42'57" E	5.79'
C72	25.00'	23°34'47"	10.29'	N 9°43'09" W	10.22'
C73	25.00'	3°38'02"	1.59'	N 73°57'24" E	1.59'
C74	25.00'	3°38'56"	1.59'	N 70°18'55" E	1.59'
C75	50.00'	36°52'12"	32.18'	S 3°04'26" E	31.62'
C76	50.00'	35°34'59"	31.05'	S 39°18'02" E	30.56'
C77	50.00'	65°10'43"	56.88'	S 89°40'53" E	53.86'
C78	50.00'	26°06'29"	22.78'	N 44°40'30" E	22.59'
C79	50.00'	6°12'22"	5.42'	S 12°15'28" W	5.41'
C80	50.00'	53°37'06"	46.79'	S 17°39'15" E	45.10'
C81	50.00'	36°28'20"	31.83'	S 62°41'59" E	31.29'
C82	50.00'	53°36'45"	46.79'	N 72°15'29" E	45.10'
C83	50.00'	13°49'51"	12.07'	N 38°32'11" E	12.04'
C84	50.00'	31°07'13"	27.16'	N 89°47'50" E	26.82'
C85	50.00'	44°10'47"	38.55'	N 52°08'50" E	37.61'
C86	50.00'	34°54'55"	30.47'	N 12°35'59" E	30.00'
C87	50.00'	44°41'22"	39.00'	N 27°12'09" W	38.02'
C88	50.00'	8°50'06"	7.71'	N 53°57'54" W	7.70'
C89	50.00'	48°24'27"	42.24'	S 8°50'34" E	41.00'
C90	50.00'	115°19'55"	100.65'	N 89°17'15" E	84.49'
C91	175.00'	17°01'39"	52.01'	S 5°29'22" E	51.82'
C92	175.00'	7°30'34"	22.94'	S 17°45'28" E	22.92'
C93	504.50'	8°15'40"	72.74'	N 83°28'32" E	72.68'
C94	504.50'	10°51'14"	95.57'	N 73°55'05" E	95.43'
C95	25.00'	89°57'56"	39.25'	N 23°30'30" E	35.34'
C96	25.00'	90°02'04"	39.28'	N 66°29'30" W	35.37'
C97	25.00'	89°57'56"	39.25'	N 23°30'30" E	35.34'
C98	25.00'	90°02'04"	39.28'	N 66°29'30" W	35.37'
C99	25.00'	53°07'44"	23.18'	N 5°05'28" E	22.36'
C100	25.00'	36°50'08"	16.07'	N 50°04'24" E	15.80'
C101	50.00'	51°22'07"	44.83'	N 54°46'47" W	43.34'
C102	50.00'	49°18'56"	43.04'	S 56°16'44" W	41.72'
C103	50.00'	18°35'58"	16.23'	N 89°45'49" W	16.16'
C104	50.00'	17°16'32"	15.08'	N 71°22'45" E	15.02'

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	AA	5,926
2	AA	4,800
3	AA	4,800
4	AA	4,800
5	AA	5,400
6	AA	5,400
7	AA	5,400
8	AA	5,400
9	AA	6,466
10	AA	6,442
11	AA	5,381
12	AA	5,381
13	AA	5,381
14	AA	5,381
15	AA	4,783
16	AA	4,783
17	AA	4,783
18	AA	5,904

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	W	58,232
2	W	5,400
3	W	5,400
4	W	5,400
5	W	5,393
6	W	4,882
7	W	574,245
8	W	5,400
9	W	5,400
10	W	5,400
11	W	5,400
12	W	5,400
13	W	5,400
14	W	5,400
15	W	5,096
16	W	9,219
17	W	10,138
18	W	5,743
19	W	5,330
20	W	5,400
21	W	5,389
22	W	6,865
23	W	6,151
24	W	4,800
25	W	4,800

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
26	W	4,800
27	W	5,400
28	W	5,400
29	W	5,400
30	W	5,400
31	W	5,347
32	W	4,808
33	W	4,808
34	W	5,290
35	W	5,400
36	W	5,400
37	W	5,400
38	W	6,466
39	W	5,400
40	W	5,400
41	W	5,022
42	W	5,507
43	W	5,759
44	W	6,125
45	W	6,212
46	W	5,935
47	W	5,775
48	W	5,197
49	W	5,197
50	W	5,197

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	X	7,118
2	X	5,400
3	X	5,400
4	X	5,400
5	X	5,400
6	X	5,400
7	X	5,400
8	X	5,400
9	X	5,400
10	X	6,466
11	X	5,266
12	X	4,920
13	X	4,920
14	X	4,200
15	X	4,200
16	X	4,920
17	X	4,833
18	X	3,282
19	X	3,496

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
20	X	4,996
21	X	6,267
22	X	8,804
23	X	3,014
24	X	3,283
25	X	4,834
26	X	4,920
27	X	4,200
28	X	4,200
29	X	4,920
30	X	4,920
31	X	5,266
32	X	5,866
33	X	4,800
34	X	4,800
35	X	4,889
36	X	7,036
37	X	10,400

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Y	10,403
2	Y	4,833
3	Y	4,832
4	Y	4,831
5	Y	4,830
6	Y	4,828
7	Y	4,827
8	Y	4,826
9	Y	4,825
10	Y	4,824
11	Y	4,822
12	Y	4,821
13	Y	4,820
14	Y	4,819
15	Y	6,747

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
1	Z	5,866
2	Z	4,800
3	Z	4,800
4	Z	4,800
5	Z	4,800
6	Z	4,800
7	Z	4,800
8	Z	4,800
9	Z	4,800
10	Z	4,800
11	Z	5,400

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
12	Z	5,400
13	Z	5,400
14	Z	5,400
15	Z	5,400
16	Z	7,126
17	Z	6,939
18	Z	5,400
19	Z	5,400
20	Z	5,400
21	Z	5,400
22	Z	4,800

LOT AREA TABLE		
LOT	BLOCK	SQUARE FEET
23	Z	4,800
24	Z	4,800
25	Z	4,800
26	Z	4,800
27	Z	4,800
28	Z	4,800
29	Z	4,800
30	Z	4,800
31	Z	4,800
32	Z	5,866

REPLAT OF

FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.193 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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LEGAL DESCRIPTION

FIELD NOTES FOR A 42.193 ACRE TRACT OF LAND IN THE JOHN DYES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE CALLED 199.464 ACRE TRACT OF LAND AS CONVEYED TO LTL PETERSON LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021059925, AND A PORTION OF A CALLED 26.981 ACRE TRACT OF LAND AS CONVEYED TO LTL PETERSON LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021103229, BOTH IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 42.193 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2–inch iron rod set with cap stamped "BGE INC" in the westerly right–of–way line of F.M. 1660 (variable width right–of–way) on the easterly line of the above described LTL PETERSON LLC 199.464–acre tract for the northeast corner and POINT OF BEGINNING of the herein described tract, from which a 1/2–inch iron rod set with cap stamped "BGE INC" bears N 21°30'32" W a distance of 600.81 feet;

THENCE, with the easterly line of said LTL PETERSON LLC 199.464–acre tract and the westerly right–of–way line of said F.M. 1660, S 21°30'32" E a distance of 1,071.29 feet to a 1/2–inch iron rod found at the southeast corner of said LTL PETERSON LLC 199.464–acre tract and the northeast corner of the above described LTL PETERSON LLC 26.981–acre tract for an angle point of the herein described tract;

THENCE, with the easterly line of said LTL PETERSON LLC 26.981–acre tract and the westerly right–of–way line of said F.M. 1660, S 21°06'38" E a distance of 426.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the southeast corner of the herein described tract, from which a broken TxDOT Type 1 concrete monument bears S 21°06'38" E a distance of 1,684.10 feet;

THENCE, departing the westerly right–of–way line of said F.M. 1660, over and across said LTL PETERSON LLC 26.981–acre tract, S 68°42'06" W a distance of 290.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 26.981–acre tract S 62°36'55" W a distance of 150.90 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 26.981–acre tract S 68°42'06" W a distance of 105.28 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the most southerly corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 26.981–acre tract N 21°17'54" W a distance of 372.51 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 26.981–acre tract, N 31°43'28" W a distance of 62.18 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, partially over and across said LTL PETERSON LLC 26.981–acre tract, and said LTL PETERSON LLC 199.464–acre tract, N 41°08'04" W a distance of 62.08 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract N 49°27'55" W a distance of 62.32 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract N 63°02'33" W a distance of 428.70 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract N 71°06'18" W a distance of 118.28 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract S 86°49'46" W a distance of 90.84 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract S 68°29'28" W a distance of 366.66 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract S 82°31'38" W a distance of 41.23 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract S 68°29'28" W a distance of 105.44 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, along a curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 104.09 feet, having a radius of 50.00 feet, a central angle of 119°17'01" and a chord which bears N 88°44'13" W a distance of 86.29 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of reverse curvature;

THENCE, along said curve to the right, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 16.09 feet, having a radius of 25.00 feet, a central angle of 36°52'12" and a chord which bears N 50°03'22" E a distance of 15.81 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, S 68°29'28" W a distance of 226.70 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a southerly exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 27°07'56" W a distance of 698.86 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the northwest corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 215.90 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 21°30'32" W a distance of 69.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 85.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'54" and a chord which bears N 35°54'36" E a distance of 26.93 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at an exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 54.62 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a non–tangent point of curvature of a curve to the left;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'48" and a chord which bears S 78°55'33" E a distance of 26.93 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 68.14 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;

THENCE, along said curve to the right, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 321.50 feet, having a radius of 504.50 feet, a central angle of 36°30'44" and a chord which bears S 8644'49" W a distance of 316.08 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, S 75°00'17" E a distance of 177.42 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of curvature of a curve to the left;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 277.46 feet, having a radius of 435.50 feet, a central angle of 36°30'15" and a chord which bears N 86°44'35" E a distance of 272.80 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of compound curvature;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'55" and a chord which bears N 35°54'30" E a distance of 26.93 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'55" and a chord which bears N 35°54'30" E a distance of 26.93 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 54.62 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a non–tangent point of curvature of a curve to the left;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 28.43 feet, having a radius of 25.00 feet, a central angle of 65°09'55" and a chord which bears S 78°55'35" E a distance of 26.93 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of tangency;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 647.07 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, along said curve to the left, continuing over and across said LTL PETERSON LLC 199.464–acre tract, an arc distance of 39.25 feet, having a radius of 25.00 feet, a central angle of 89°57'56" and a chord which bears N 23°30'30" E a distance of 35.34 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said LTL PETERSON LLC 199.464–acre tract, N 68°29'28" E a distance of 27.50 feet to the POINT OF BEGINNING and containing 42.193 acres of land, more or less.

REPLAT OF

FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.193 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
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Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

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STATE OF TEXAS §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT LTL PETERSON, LLC., THE SOLE OWNER OF ALL LOTS WITHIN FIREFLY POINTE PHASE 1, A SUBDIVISION AS RECORDED IN DOCUMENT NUMBER 2024048376 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND SHOWN HEREON BEING 42.193 ACRES OF LAND OUT OF THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBERS 2021059925 AND 2021103229 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND; SAID SUBDIVISION HAVING BEEN APPROVED FOR RESUBDIVISION PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE, AND DOES HEREBY RESUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DOES HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

REPLAT OF FIREFLY POINTE PHASE 1

TO CERTIFY WHICH, WNESS BY MITY HAND, THIS THE 21st DAY OF August, 2024.

LTL PETERSON, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: LENNAR LTL MEMBER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: _____
CHARLIE COLEMAN, VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED CHARLIE COLEMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
NOTARY PUBLIC, STATE OF TEXAS

JESSICA SCHWEITZER
Notary Public, State of Texas
Comm. Expires 04-28-2027
Notary ID 134332505

Jessica Schweitzer
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 4-28-2027

STATE OF TEXAS §
COUNTY OF §

I, RICHARD PHAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____
RICHARD PHAM, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 142275
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

8/16/2024
DATE

STATE OF TEXAS
RICHARD PHAM
142275
LICENSED
PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE TO BE CORRECTLY SET OR FOUND AS SHOWN THEREON.

_____
JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

8/16/2024
DATE

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.
2. MONUMENTATION AS SHOWN HEREON.
3. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE OR WASTEWATER EASEMENT UNLESS EXPRESSLY PERMITTED BY WILLIAMSON COUNTY.
4. WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT
   WASTEWATER SERVICE IS PROVIDED BY: CITY OF HUTTO
5. A FIFTEEN (15) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES.
6. A FIVE (5) FOOT PUBLIC UTILITY EASEMENT (PUE) IS HEREBY DEDICATED ON EACH SIDE OF ALL INTERIOR SIDE LOT LINES.
7. IF PARKING IS DESIRED ON BOTH SIDES OF THE STREET THEN THE STREETS MUST BE A MINIMUM OF 33 FEET WIDE. IF THE STREETS ARE LESS THAN 33 FEET IN WIDTH FIRE LANE SIGNAGE IS REQUIRED. (2018 IFC APPENDIX D SEC. 103.6 – D103.6.2)
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
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, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
10. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS HOMEOWNERS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE.
11. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
12. 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.
13. MAXIMUM OF 60% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATION TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
14. THIS TRACT IS WITHIN WATER CCN SERVICE AREA 10970. WATER WILL BE AVAILABLE THROUGH JONAH SUD AFTER THE APPROPRIATE WATER SYSTEMS ARE INSTALLED TO THIS SITE. WASTEWATER WILL BE PROVIDED THROUGH THE CITY OF HUTTO AFTER THE APPROPRIATE WASTEWATER SYSTEMS ARE INSTALLED TO THIS SITE. THE CITY OF HUTTO ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
15. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0510F, EFFECTIVE DATE DECEMBER 20, 2019.
16. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATIONS SHALL BE BUILT AT LEAST ONE (1) FOOT ABOVE THE SURROUNDING GROUND AND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST TEN (10) FEET.
17. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
18. ALL DRAINAGE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
19. ALL LOTS WITH LESS THAN 50 FT OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED.
20. DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO FM 1660, THE ADJACENT ROADWAY.
21. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
22. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
23. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
24. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
25. 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.
26. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
27. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY BGE DATED FEBRUARY 2023.
28. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
29. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF FIREFLY POINTE PH 1, AS RECORDED IN DOCUMENT 2024048376, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 20th DAY OF August, 2024 A.D.

Trevor Davidson on behalf of Teresa Baker
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

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

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ____DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___M. IN THE PLAT RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

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

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

REPLAT OF
FIREFLY POINTE PHASE 1

A SUBDIVISION OF 42.193 ACRES OF LAND
LOCATED IN THE
JOHN DYKES SURVEY, ABSTRACT NO. 186,
WILLIAMSON COUNTY, TEXAS

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106502

G:\TXC\Projects\Lennar\10213-00-Peterson_Ph_1\SVY\04_Finals\Drawings\Plat\Replat P1\10213-00_Firefly_Pointe_P1_Replat.dwg, 8/16/2024 10:55 AM, mmistick, 1:100

Commissioners Court - Regular Session **61.**

Meeting Date: 09/10/2024

Final plat for the Scofield Farms Phase 1 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval for the Final plat for the Scofield Farms Phase 1 subdivision – Pct 4

Background

This is the first section of the Scofield Farms development. It consists of 29 single family lots, 1 HOA lot, and 3,262 linear feet of new roads. Roadway and drainage construction has been completed.

Timeline

2020-12-22 – initial submittal of the final plat
2021-01-15 – 1st review complete with comments
2022-05-16 – 2nd submittal of final plat
2022-05-31 – 2nd review complete with comments
2022-06-20 – 3rd submittal of final plat
2022-07-01 – 3rd review complete with comments
2022-08-23 – 4th submittal of final plat
2022-09-07 – 4th review complete with comments
2024-07-02 – 5th submittal of final plat
2024-07-16 – 5th review complete with comments
2024-08-09 – 6th submittal of final plat
2024-08-21 – 6th review complete with comments clear
2024-09-04 – receipt of final plat with signatures
2024-09-05 – final plat placed on the September 10, 2024 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Scofield Farms Ph 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:30 PM
Form Started By: Adam Boatright		Started On: 09/05/2024 11:20 AM
Final Approval Date: 09/05/2024		

FINAL PLAT OF SCOFIELD FARMS PHASE 1

A **40.953 ACRE** TRACT OF LAND, OUT OF THE MARIA JESUSA GARCIA SURVEY NO. 206, ABSTRACT 246, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 102.913 ACRE TRACT OF LAND AS CONVEYED AND DESCRIBED IN DOCUMENT NO. 2018070277 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 29

FIELD NOTES FOR A 40.953 ACRE TRACT OF LAND

A **40.953 ACRE** TRACT OF LAND, OUT OF THE MARIA JESUSA GARCIA SURVEY **NO. 206, ABSTRACT 246, WILLIAMSON COUNTY, TEXAS** AND BEING A PORTION OF A CALLED 102.913 ACRE TRACT OF LAND AS CONVEYED AND DESCRIBED IN DOCUMENT NO. 2018070277 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID **40.953 ACRE** TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" IN THE SOUTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 150 AND THE NORTHWEST LINE OF SAID 102.913 ACRE TRACT AND FOR THE NORTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, FROM WHICH A FOUND ½" IRON ROD WITH A PLASTIC CAP STAMPED "FOREST 1847" IN THE EASTERLY LINE OF A CALLED 150 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 269, PAGE 202 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS AND FOR THE NORTHWEST CORNER OF SAID 102.913 ACRE TRACT BEARS, S 67° 59' 52" W, A DISTANCE OF 60.00 FEET;

THENCE: **N 67° 59' 52" E**, WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 150 AND THE NORTHWEST LINE OF SAID 102.913 ACRE TRACT, A DISTANCE OF **1008.83 FEET** TO A FOUND ½" IRON ROD WITH A PLASTIC CAP STAMPED "FOREST 1847" FOR THE MOST WESTERLY CORNER OF A CALLED 1.42 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT NO. 2008069186 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A NORTHERLY CORNER OF SAID 102.913 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

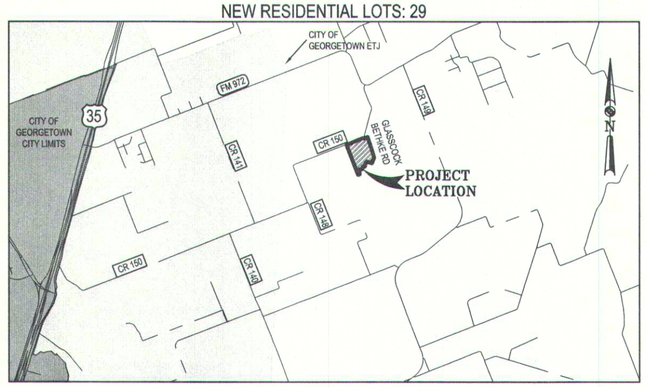
THENCE: DEPARTING THE SOUTHEAST RIGHT-OF-WAY LINE OF COUNTY ROAD 150, AND WITH THE COMMON LINE BETWEEN SAID 102.913 ACRE TRACT AND SAID 1.42 ACRE TRACT, THE FOLLOWING SIX (6) COURSES:

1. **S 64° 15' 41" E**, A DISTANCE OF **43.68 FEET** TO A FOUND ½" IRON ROD WITH A PLASTIC CAP STAMPED "QUICK INC. 6447" FOR CORNER,
2. **N 68° 05' 00" E**, A DISTANCE OF **219.80 FEET** TO A FOUND ½" IRON ROD WITH A PLASTIC CAP STAMPED "FOREST 1847" FOR AN INTERIOR CORNER OF SAID 1.42 ACRE TRACT, THE NORTHEAST CORNER OF SAID 102.913 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;
3. **S 17° 47' 50" E**, A DISTANCE OF **694.78 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR ANGLE,
4. **S 17° 57' 00" E**, A DISTANCE OF **512.75 FEET** TO A FOUND ½" IRON ROD FOR CORNER,
5. **S 21° 41' 30" W**, A DISTANCE OF **144.43 FEET** TO A FOUND ½" IRON ROD WITH A PLASTIC CAP STAMPED "QUICK INC. 6447" FOR ANGLE, AND
6. **S 22° 51' 43" W**, A DISTANCE OF **208.66 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR THE SOUTHEAST CORNER OF THE TRACT DESCRIBED HEREIN;

THENCE: INTO AND ACROSS SAID 102.913 ACRE TRACT, THE FOLLOWING TWELVE **(12)** COURSES:

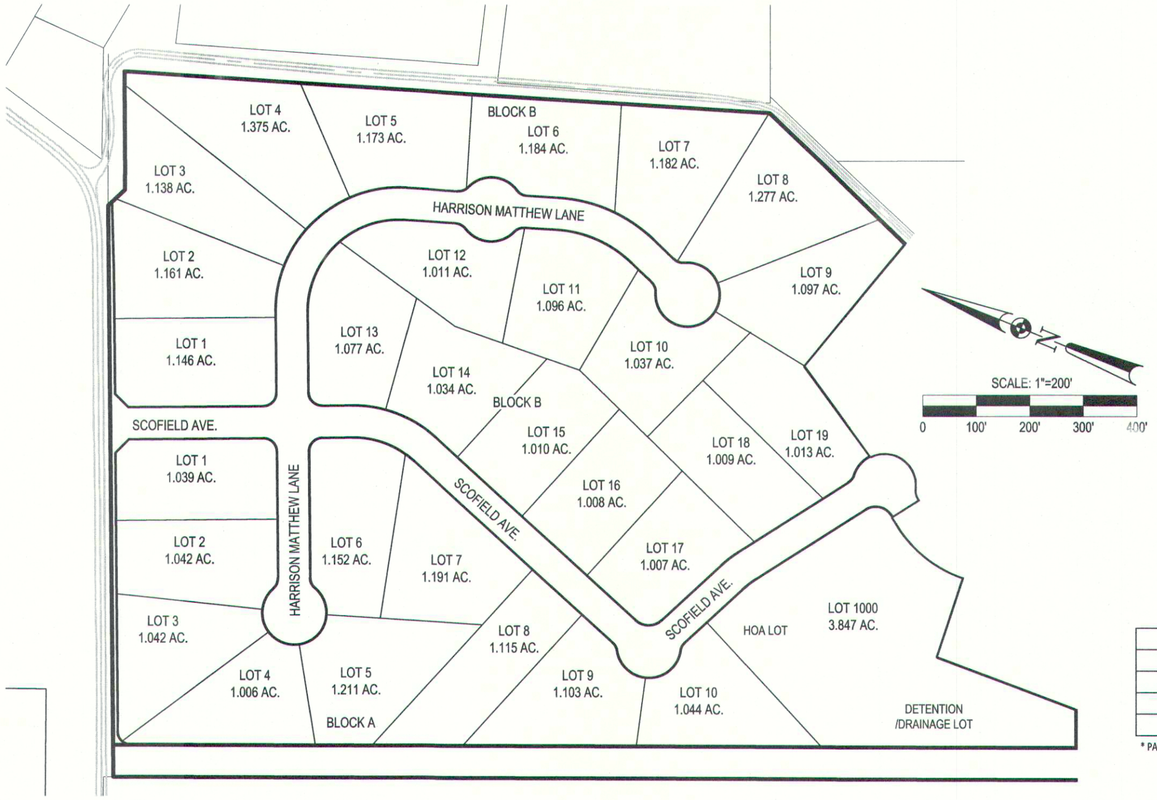
1. **N 72° 01' 11" W**, A DISTANCE OF **295.48 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR CORNER,
2. **S 32° 17' 09" W**, A DISTANCE OF **207.93 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR A POINT OF CURVATURE,
3. WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF **60.00 FEET**, AN ARC LENGTH OF **128.21 FEET**, A DELTA ANGLE OF **122° 26' 10"** AND A CHORD BEARS, **S 14° 20' 44" W**, A DISTANCE OF **105.17 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR A POINT OF REVERSE CURVATURE,
4. WITH A CURVE TO THE LEFT HAVING A RADIUS OF **26.15 FEET**, AN ARC LENGTH OF **17.35 FEET**, A DELTA ANGLE OF **038° 00' 41"** AND A CHORD BEARS, **S 55° 38' 44" W**, A DISTANCE OF **17.04 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR A POINT OF TANGENCY,
5. **S 36° 04' 59" W**, A DISTANCE OF **5.58 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR CORNER,
6. **N 53° 55' 01" W**, A DISTANCE OF **60.00 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR CORNER,
7. **S 36° 04' 59" W**, A DISTANCE OF **19.62 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR A POINT OF CURVATURE,
8. WITH A CURVE TO THE LEFT HAVING A RADIUS OF **230.00 FEET**, AN ARC LENGTH OF **157.62 FEET**, A DELTA ANGLE OF **039° 15' 54"** AND A CHORD BEARS, **S 16° 27' 02" W**, A DISTANCE OF **154.55 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR A NON-TANGENT CORNER,
9. **S 86° 49' 06" W**, A DISTANCE OF **156.28 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR CORNER,
10. **S 00° 49' 50" E**, A DISTANCE OF **276.47 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR CORNER,
11. **S 68° 23' 30" W**, A DISTANCE OF **72.25 FEET** TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN, AND
12. **N 21° 22' 42" W**, A DISTANCE OF **1799.65 FEET** TO THE **POINT OF BEGINNING** AND CONTAINING **40.953 ACRES** OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS.

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.



VICINITY MAP

1" = 6,000'



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	60.00'	128.21'	122°26'10"	S14° 20' 44"W	105.17'
C2	26.15'	17.35'	38°00'41"	S55° 38' 44"W	17.04'
C3	230.00'	157.62'	39°15'54"	S16° 27' 02"W	154.55'
C4	25.00'	39.27'	90°00'00"	S67° 00' 08"E	35.36'
C5	230.00'	377.90'	94°08'24"	S64° 55' 56"E	336.81'
C6	25.00'	21.68'	49°40'47"	S42° 42' 07"E	21.00'
C7	60.00'	104.05'	99°21'34"	S17° 51' 44"E	91.49'
C8	25.00'	21.68'	49°40'47"	S06° 58' 40"W	21.00'
C9	280.00'	197.54'	40°25'17"	S02° 20' 55"W	193.46'
C10	25.00'	21.68'	49°40'47"	S02° 16' 50"E	21.00'
C11	60.00'	292.54'	279°21'34"	N67° 26' 27"W	77.65'
C12	25.00'	21.68'	49°40'47"	N47° 23' 57"E	21.00'
C13	220.00'	155.21'	40°25'17"	N02° 20' 55"E	152.01'
C14	25.00'	21.88'	49°40'47"	N42° 42' 07"W	21.00'
C15	60.00'	104.05'	99°21'34"	N17° 51' 44"W	91.49'
C16	25.00'	21.68'	49°40'47"	N06° 58' 40"E	21.00'
C17	170.00'	279.32'	94°08'24"	N64° 55' 56"W	248.94'
C18	25.00'	39.27'	90°00'00"	S22° 59' 52"W	35.36'
C19	230.00'	171.99'	42°50'43"	S00° 34' 47"E	168.01'
C20	35.00'	51.92'	85°00'00"	S21° 39' 25"E	47.29'
C21	230.00'	41.11'	10°14'24"	S59° 02' 13"E	41.05'
C22	26.15'	17.35'	38°00'41"	S73° 28' 45"E	17.04'
C23	60.00'	48.72'	46°31'29"	S70° 08' 06"E	47.39'
C24	25.00'	39.35'	90°11'19"	N23° 42' 57"E	35.41'
C25	25.00'	39.27'	90°00'00"	S22° 59' 52"W	35.36'
C26	25.00'	21.68'	49°40'47"	N87° 09' 44"W	21.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C27	60.00'	292.54'	279°21'34"	S22° 00' 08"E	77.65'
C28	25.00'	21.68'	49°40'47"	N43° 09' 28"E	21.00'
C29	25.00'	39.27'	90°00'00"	S67° 00' 08"E	35.36'
C30	170.00'	127.12'	42°50'43"	S00° 34' 47"E	124.18'
C31	25.00'	17.02'	38°59'53"	S40° 20' 31"W	16.69'
C32	60.00'	170.66'	162°57'53"	S21° 39' 25"E	118.68'
C33	25.00'	17.02'	38°59'53"	S83° 39' 22"E	16.69'
C34	170.00'	30.38'	10°14'24"	S59° 02' 13"E	30.34'
C35	35.00'	54.98'	90°00'00"	S08° 55' 01"E	49.50'
C36	200.00'	149.56'	42°50'43"	S00° 34' 47"E	146.10'
C37	200.00'	35.74'	10°14'24"	S59° 02' 13"E	35.70'
C38	200.00'	328.61'	94°08'24"	N64° 55' 56"W	292.87'
C39	250.00'	176.37'	40°25'17"	N02° 20' 55"E	172.74'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S36° 04' 59"W	5.58'
L2	N53° 55' 01"W	60.00'
L3	S36° 04' 59"W	19.62'
L4	S23° 00' 09"W	35.36'
L5	S17° 51' 44"E	95.56'
L6	S17° 51' 44"E	60.19'
L7	S22° 33' 33"W	52.35'
L8	N22° 33' 33"E	52.35'
L9	N17° 51' 44"W	60.19'
L10	N17° 51' 44"W	95.56'
L11	S22° 00' 08"E	55.83'
L12	S66° 59' 51"E	35.35'
L13	S22° 00' 08"E	55.83'
L14	S36° 04' 59"W	5.38'
L15	N68° 48' 37"E	17.43'
L16	S13° 46' 24"E	166.88'
L17	S68° 00' 26"W	55.00'
L18	N68° 00' 26"E	55.00'
L19	N54° 10' 58"E	69.31'
L20	N24° 13' 30"E	63.05'
L21	N69° 53' 13"E	36.38'
L22	N01° 47' 11"W	68.07'
L23	N01° 36' 54"E	73.53'
L24	N22° 41' 08"W	50.72'
L25	N02° 53' 30"W	28.63'

DRIVEWAY CULVERT TABLE							
LOT NUMBER	BLOCK	CULVERT Dia. (in)	CULVERT LENGTH (ft)	INVERT UP (ft)	INVERT DOWN (ft)	Q (cfs)	SLOPE
1	A	24	22	807.21	807.04	18.07	0.77
2	A	24	22	810.22	810.05	12.55	0.77
3	A	18	22	811.05	810.88	5.5	0.77
6	A	18	22	804.52	804.35	4.82	0.77
7	A	(2) 18	22	802.91	802.72	18	0.86
8	A	(2) 18	22	799.92	799.73	22	0.86
9	A	(2) 24	22	795.00	794.81	24.4	0.86
1	B	18	22	805.22	805.00	5.3	1.00
2	B	18	22	804.22	804.00	8.88	1.00
3	B	18	22	803.22	803.00	8.88	1.00
4	B	18	22	803.22	803.05	4.1	0.77
5	B	18	22	804.22	804.05	4.1	0.77
6	B	24	22	802.22	802.06	16.2	0.73
7	B	(2) 24	22	800.22	800.00	23.7	1.00
8	B	(2) 24	22	798.18	797.99	23.7	0.86
18	B	18	22	793.22	793.00	6.51	1.00
19	B	18	22	794.22	794.00	6.51	1.00

NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN THE EXISTING BAR DITCH FLOW LINE WITH A MINIMUM LENGTH OF 22 FEET PER WILLIAMSON COUNTY SUBDIVISION REGULATION B11.15.
2. EXACT DRIVEWAY LOCATIONS MAY AFFECT CULVERT INSTALLATION.
3. DRIVEWAY CULVERTS WERE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER PER WILLIAMSON COUNTY SUBDIVISION REGULATIONS B11.3 AND B11.4.
4. LOTS 4, 5, 10 BLOCK A AND LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 BLOCK B DO NOT REQUIRE A CULVERT AND WILL USE A DIP STYLE DRIVEWAY.

LAND USE TABLE							
PHASE	ACREAGE	RESIDENTIAL LOTS	HOA LOTS	TOTAL LOTS	LF OF EMERGENCY ACCESS (FT)	LF OF LOCAL ROAD (FT)	LF OF COLLECTOR (FT)
I	40.95	29	1	30	0	2,921	341
TOTAL	40.95	29	1	30	0	2,921	341

NOTES:
1. REFER TO DETAILED PLAT SHEETS FOR ADJOINING PROPERTY INFORMATION.
2. VWDE = VARIABLE WIDTH DRAINAGE EASEMENT

ROAD TABLE							
STREET NAME	ROW WIDTH	DESIGN SPEED	PAVEMENT WIDTH*	DESIGNATION	CLASSIFICATION	LF OF CENTERLINE	CLASSIFICATION
SCOFIELD AVE.	60'	35 MPH	33'	PUBLIC	RURAL	341 LF	COLLECTOR
SCOFIELD AVE.	60'	25 MPH	29'	PUBLIC	RURAL	1451 LF	LOCAL
HARRISON MATTHEW LANE	60'	25 MPH	29'	PUBLIC	RURAL	1470 LF	LOCAL

* PAVEMENT WIDTH IS MEASURED FROM BACK OF CURB TO BACK OF CURB

OWNER/DEVELOPER:

MARGARITO ESPINOZA
SBPN SCOFIELD LLC
305 HIGHLAND SPRINGS LANE
GEORGETOWN ,TEXAS 78633
(512) 695-1553
MARGARITO@CAPITOLPRODUCTSINC.COM

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
(830) 249-0600
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING

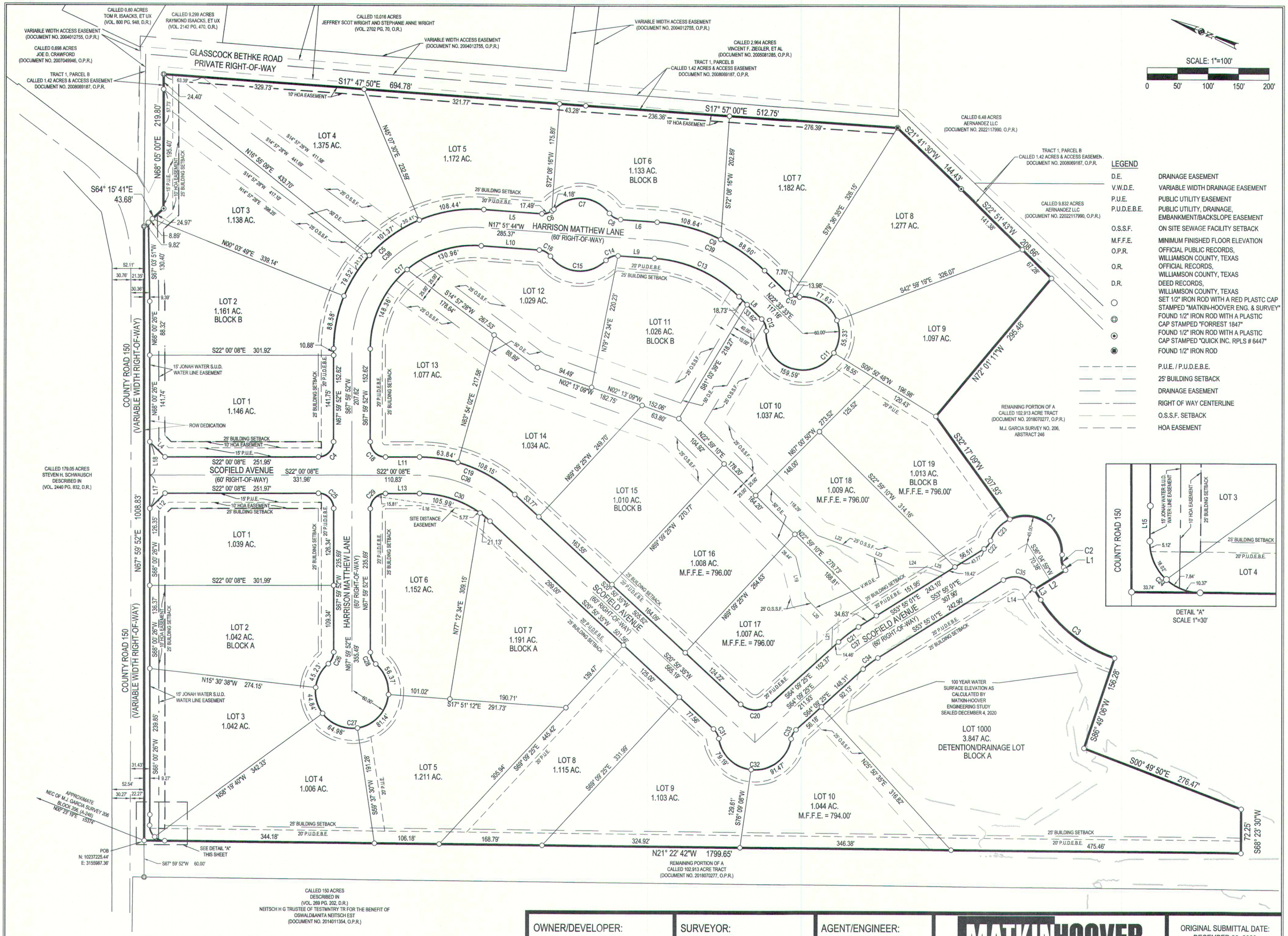
HEADQUARTERS
8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099

1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

ORIGINAL SUBMITTAL DATE: DECEMBER 22, 2020

MHE JOB NO. - 3015.00
MHS JOB NO. - 18-5002



FINAL PLAT OF SCOFIELD FARMS PHASE 1

OWNER/DEVELOPER:	SURVEYOR:	AGENT/ENGINEER:
MARGARITO ESPINOZA SBPN SCOFIELD LLC 305 HIGHLAND SPRINGS LANE GEORGETOWN ,TEXAS 78633 (512) 695-1553 MARGARITO@CAPITOLPRODUCTSINC.COM	MATKIN HOOVER ENGINEERING & SURVEYING C/O KYLE L. PRESSLER, R.P.L.S. 1701 WILLIAMS DRIVE GEORGETOWN, TEXAS 78628 (512) 868-2244 KYLE.PRESSLER@MATKINHOOVER.COM	MATKIN HOOVER ENGINEERING & SURVEYING C/O GARRETT KELLER, P.E. 1701 WILLIAMS DRIVE GEORGETOWN, TEXAS 78628 (830) 249-0600 GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING

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8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
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1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

ORIGINAL SUBMITTAL DATE:
DECEMBER 22, 2020

MHE JOB NO. - 3015.00
MHS JOB NO. - 18-5002

REV 4-7-2022 JCN
REV 6-16-2022 JCN
REV 11-17-2022
REV 4-22-2024
REV 7-26-2024

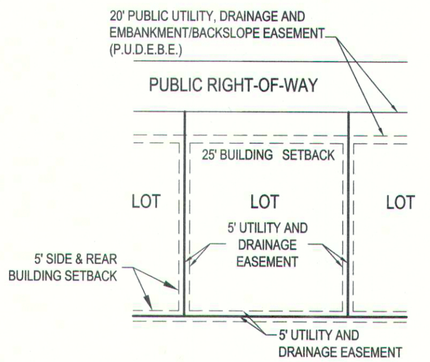
FINAL PLAT OF SCOFIELD FARMS PHASE 1

A **40.953 ACRE** TRACT OF LAND, OUT OF THE MARIA JESUSA GARCIA SURVEY NO. 206, ABSTRACT 246, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 102.913 ACRE TRACT OF LAND AS CONVEYED AND DESCRIBED IN DOCUMENT NO. 2018070277 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 29

NOTES:

1. ACREAGE OF SUBDIVISION = 40.953 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.41 AC/LOT.
2. NO LOTS IN THIS SUBDIVISION ARE ENCROACHED BY 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. 48491C0325F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SUD.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY ONCOR .
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A TWENTY (20) FOOT UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION AS SHOWN IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG" PLASTIC CAP.
11. BASIS OF BEARING: ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN 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.
14. 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.
15. 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.
16. 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 RESPOONSIBLITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
17. A JONAH WATER SUD WATERLINE SHALL BE INSTALLED WITHIN THIS DEVELOPMENT. THE WATER MAINS WILL BE LOCATED WITH THE RIGHT OF WAY, 8 FEET FROM THE BACK OF CURB.
18. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION EXCEPT FOR LOTS 16-18, BLOCK B. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THE VICINITY.
19. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR LOTS 16-18 BLOCK B PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
20. ANY PROPOSED DEVELOPMENT THAT POTENTIALLY OBSTRUCT OR DIVERT FLOW WITHIN THE DRAINAGE EASEMENT MAY NOT BE PERMITTED AS IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.
21. 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.
22. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
23. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY MATKINHOOVER ENGINEERING AND SURVEYING, PROJECT NO. 3015.00 DATED AUGUST 18, 2022.
24. DETENTION POND SHALL BE OWNED AND MAINTAINED BY THE HOA AS ESTABLISHED IN THE PUBLIC RECORDS BY DOCUMENT NUMBER 2024063490 WILLIAMSON COUNTY, TEXAS.
25. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
26. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
27. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
28. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.
29. 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.
30. ANY PROPOSED DEVELOPMENT THAT POTENTIALLY OBSTRUCT OR DIVERT FLOW WITHIN THE DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.
31. THE MINIMUM FINISHED FLOOR ELEVATIONS ON THE PLAT ARE APPROXIMATE. WILLIAMSON COUNTY CAN PROVIDE AN APPROPRIATE BASE FLOOD ELEVATION / MINIMUM FINISHED FLOOR ELEVATION AT THE TIME OF PERMITTING BASED ON THE MOST UPDATED FLOODPLAIN INFORMATION AND PROPOSED LOCATION OF THE STRUCTURE.
32. 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 EXITING CONDITIONS.
33. ANY PROPOSED DEVELOPMENT THAT POTENTIALLY OBSTRUCTS OR DIVERTS FLOW WITHIN THE DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.
34. THIS PLAT DOES NOT ATTEMPT TO ALTER, AMEND OR REMOVE ANY EXISTING COVENANTS, RESTRICTIONS OR EASEMENTS OF RECORD BY PREVIOUS PLATS OR BY SEPARATE INSTRUMENTS UNLESS OTHERWISE SPECIFICALLY CALLED OUT ON THIS PLAT.



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE PRESSLER, R.P.L.S.

STATE OF TEXAS REGISTERED KYLE L. PRESSLER 6528 PROFESSIONAL LAND SURVEYOR

8/28/24

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

STATE OF TEXAS GARRETT D. KELLER 111511 LICENSED PROFESSIONAL ENGINEER 8/28/24

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 29th DAY OF August, 2024 A.D.

on Behalf of
Trevor Berrington of Teresa Baker

WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERESA BAKER

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

ADAM D. BOATRIGHT, PE
WILLIAMSON COUNTY ENGINEER

09/04/2024
DATE

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

I, MARGARITO ESPINOZA, AUTHORIZED SIGNATORY FOR SBPN SCOFIELD, LLC, OWNER OF THE CERTAIN 40.953 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2018070277 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE.

AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN SCOFIELD FARMS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29 DAY OF August, 2024.

MARGARITO ESPINOZA
SBPN SCOFIELD, LLC.
305 HIGHLAND SPRINGS LN
GEORGETOWN, TX 78633

STATE OF TEXAS {
NOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MARGARITO ESPINOZA, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29th DAY OF August, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 10-27-27

MARIA DEL CARMEN REYES
My Notary ID # 134622853
Expires October 27, 2027

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, BILL GRAVELL, JR COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATED _____ DAY OF _____, 20___A.D.

BY _____ _____
BILL GRAVELL, JR COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:

MARGARITO ESPINOZA
SBPN SCOFIELD LLC
305 HIGHLAND SPRINGS LANE
GEORGETOWN ,TEXAS 78633
(512) 695-1553
MARGARITO@CAPITOLPRODUCTSINC.COM

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
(830) 249-0600
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING

HEADQUARTERS
8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099

1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

ORIGINAL SUBMITTAL DATE: DECEMBER 22, 2020

MHE JOB NO. - 3015.00
MHS JOB NO. - 18-5002

Commissioners Court - Regular Session **62.**

Meeting Date: 09/10/2024

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 (Jerri Crabtrey) 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

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/30/2024 11:47 AM
Form Started By: Andrea Schiele		Started On: 08/30/2024 10:59 AM
Final Approval Date: 08/30/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Jerri Crabtrey)

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:

Jerri Crabtrey (SSN xxx-xx-8791) passed away on July 1, 2024, at the age of 76, at her residence located in 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.

- 1 -

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. Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 10th day of September 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Meeting Date: 09/10/2024

IT 2024 Award Winners

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

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing the Williamson County Technology Services 2024 Award Winners.

Background

Technology Services 2024 Award winners were nominated by their peers for the following awards:
Rising Star Award
Customer Service Award
Employee of the Year

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:28 PM
Form Started By: Richard Semple		Started On: 09/05/2024 10:41 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **64.**

Meeting Date: 09/10/2024

IT Update for Fall 2024

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

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an update from Williamson County Technology Services

Background

Technology Services update to the Court on current and upcoming projects, performance, and feedback with a short presentation

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:29 PM
Form Started By: Richard Semple		Started On: 09/05/2024 10:43 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **65.**

Meeting Date: 09/10/2024

National Preparedness Month

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 approving a proclamation declaring the month of September 2024 as "National Preparedness Month".

Background

September is National Preparedness Month, an annual observation to remind all Americans how important it is for individuals, families and communities to be prepared for disasters and emergencies that can happen at any time. The Capital Area Council of Governments Executive Committee, serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson counties adopted a resolution recognizing September as National Preparedness Month.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preparedness Month Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:14 PM
Form Started By: Pierce Kathy		Started On: 09/03/2024 04:41 PM
Final Approval Date: 09/05/2024		

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

That on this 10th day of September 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

PROCLAMATION

WHEREAS, the State of Texas historically leads the nation in the number of federally-declared disasters, be they natural hazards, technological, or human-caused;

WHEREAS, September is "National Preparedness Month" and it is important to recognize the need for preparedness and is an opportunity to inform and educate residents, businesses, schools and communities to be more prepared to prevent, protect against, respond to, recover from, and mitigate against all threats and hazards; and

WHEREAS, Williamson County residents are encouraged to prepare a three to six-day disaster kit which should contain food, water, medicine and important documents and create emergency plans that includes a plan with emergency meeting locations to help reduce fear and anxiety that may accompany disasters; and

WHEREAS, special preparedness considerations and steps should be taken for young children, seniors, family pets, and those with disabilities and medical devices; and

WHEREAS, it is important for residents to participate in preparedness activities and they are encouraged to review preparedness information at *Ready.gov*, and to sign up to receive emergency alerts via *WarnCentralTexas.org* to become knowledgeable and prepared; and

WHEREAS, Williamson County residents are urged to remain mindful of the dangers presented by natural and man-made disasters, the importance of staying informed and following instructions from local officials and emergency management personnel; and

NOW, THEREFORE BE IT PROCLAIMED, the Williamson County Commissioners Court declares the month of September 2024 to be "National Preparedness Month" in honor of those men and women who train and prepare daily for the safety and wellbeing of the residents of Williamson County, Texas.

PROCLAIMED THIS 10TH DAY OF SEPTEMBER 2024.

_____

Bill Gravell, Jr. - Williamson County Judge

Commissioners Court - Regular Session **66.**

Meeting Date: 09/10/2024

Prostate Cancer Resolution

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution naming the month of September as Prostate Cancer Awareness Month.

Background

Prostate Cancer is the 2nd leading cause of cancer deaths in men and has impacted many Williamson County employees and their families. If detected early, there is a 97.5% survival rate. Bringing awareness to this issue can help individuals recognize the warning signs and seek medical assistance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prostate Cancer Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 11:02 AM
Form Started By: Pierce Kathy		Started On: 09/04/2024 09:06 AM
Final Approval Date: 09/04/2024		

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

That on the 10th day of September 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

RESOLUTION

WHEREAS, many Williamson County residents and Wilco employees are impacted by prostate cancer, having family members, friends and colleagues diagnosed with, or having lost their lives to, this disease; and

WHEREAS, Prostate cancer is the *2nd leading cause of cancer deaths in men* in the United States, exceeded only by lung cancer, with 1 in 8 American men being diagnosed with it during their lifetime; and

WHEREAS, the National Cancer Institute estimates for 2024 that more than 299,010 new cases of prostate cancer will be diagnosed and about 35,250 men will die of the disease in the U.S.; and

WHEREAS, all men are at risk for prostate cancer, but it is more likely to develop in older men, men with a family history of prostate cancer, and in African-American men, with 6 in 10 cases being diagnosed in men who are 65 or older; and

WHEREAS, the warning signs for prostate cancer are important to recognize and include: Difficulty beginning urination; weak flow and/or frequent urination; pain or burning during urination, blood in urine; pain in the back, hips or pelvis that does not go away; and

WHEREAS, the American Cancer Society and CDC recommend that men should speak with their doctors about family history, be screened for prostate cancer, and take the Prostate Specific Antigen (PSA) test; and

WHEREAS, most prostate cancers found by screening are small and slow growing and may not be fatal with a 5-year survival rate of 97.5% if detected at stage 1 or 2 and decreasing to 33% survival rate if found at stage 3; and

NOW THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court recognizes the month of September as "Prostate Cancer Awareness Month" and encourages all men to get annual check-ups and to speak with their doctors about the risk of prostate cancer.

RESOLVED THIS 10th day of September 2024.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **67.**

Meeting Date: 09/10/2024

Suicide Prevention Proclamation

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation naming the month of September as "Suicide Prevention Month" and encouraging all to seek mental health treatment as needed.

Background

Suicide is the 11th leading cause of death in the U.S. and resources are readily available to prevent loss of life and the resulting devastation to families and loved ones.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Suicide Prevention Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 11:03 AM
Form Started By: Pierce Kathy		Started On: 09/04/2024 09:44 AM
Final Approval Date: 09/04/2024		

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

That on the 10th day of September 2024 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

PROCLAMATION

WHEREAS, September is National Suicide Prevention Awareness Month and the Williamson County Commissioners Court recognizes suicide as a public health problem with suicide being the 11th leading of cause of death overall in the U.S., the 2nd leading cause of death for ages 10-14 and 25-34, and the 3rd leading cause of death for individuals 15-24, and;

WHEREAS, Texas Health and Human Services Commission reports a 36.7 percent increase in suicide between 2000 and 2022, representing a Texan losing their life by suicide approximately every two hours, and;

WHEREAS, Texans ages 25-29 saw the greatest increase of any age group with a 69% increase in suicide mortality rate, closely followed by individuals ages 20-24 with an increase of 56.9%, and youth in the foster care system being more than three times the rate for all youth in Texas, and;

WHEREAS, there were 107 Williamson County suicides confirmed by the Centers for Disease Control and Prevention WONDER database in 2022, and for 2023 the provisional total is 100 reported fatal suicides, and;

WHEREAS, suicide thoughts, much like mental health conditions, can affect anyone regardless of age, gender or background, and;

WHEREAS, suicide is preventable and there is hope when the stigma associated with seeking treatment for mental illness, substance abuse and suicide prevention services is eliminated and barriers that discourage persons at risk from seeking life-saving help are removed, and;

WHEREAS, it is important to know the warning signs of suicide, which include: feeling sad and withdrawn for more than 2 weeks; feeling empty, hopeless, trapped, extremely sad, more anxious, agitated or full of rage; changing behaviors, such as: dramatic mood swings, eating or sleeping more or less, using drugs or alcohol more often; and impulsive or reckless behavior, and;

WHEREAS, talking openly and honestly to friends and loved ones and not being afraid to ask if they are planning to kill or harm themselves, as it can help save a life. Know that professional help is available, including 24/7 assistance from the National Suicide & Crisis Lifeline at 988, Bluebonnet Trails 24/7 Crisis Hotline – 1-800-841-1255 or 911, for an immediate crisis, where connection to mental health resources is available.

NOW THEREFORE, the Williamson County Commissioners Court recognizes September 2024 as National ***"Suicide Prevention Awareness Month"*** and encourages all to stay connected and to not hesitate to seek mental health treatment, just as you would not hesitate to seek care for a heart attack or diabetes.

PROCLAIMED THIS 10th DAY OF SEPTEMBER 2024.

_____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session **68.**

Meeting Date: 09/10/2024

CDBG 2024-2028 Consolidated Plan and 2024 Action Plan

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant 2024-2028 Consolidated Plan and the 2024 Annual Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY24 funding allocation of $2,115,309 to successfully support community development and affordable housing efforts for low and moderate-income households and areas throughout the County. The County also accepted Emergency Solutions Grant (ESG) funding in the amount of $162,125. Projects included in the plan were approved on June 25, 2024. This is a request for the final approval of the 2024-2028 Consolidated Plan and the 2024 Annual Action Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ConPlan Action Plan Final

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:27 PM
Form Started By: Sally Bardwell		Started On: 09/05/2024 09:14 AM
Final Approval Date: 09/05/2024		

2024-2028
Consolidated Plan, Annual Action Plan

Community Development Block Grant Program

Williamson County, Texas

September 2024

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Williamson County, TX Five-Year Consolidated Plan (Con Plan) is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) for the County to receive federal funding for affordable housing and community development initiatives benefitting primarily low- and moderate-income persons. This Con Plan consolidates into a single document the planning and application requirements for the Community Development Block Grant (CDBG) program.

Con Plans must be prepared and submitted to HUD every three to five years. Williamson County uses a five-year Con Plan cycle; this plan covers fiscal years 2024 – 2028. The purpose of the Williamson County Con Plan is to:

- Assess the County's affordable housing and community development needs;
- Analyze the County's housing markets;
- Articulate the County's priorities, goals, and strategies to address identified needs; and
- Describe the actions the County will take to implement strategies for affordable housing and community development.

Williamson County's Con Plan for FY 2024 – FY 2028 provides data on trends and conditions related to Williamson County's current and future affordable housing and community development needs. The analysis of this data has been used to establish priorities, strategies, and actions that the County will undertake to address these needs over the next five years. Annually, the County will develop its Action Plan in which it will describe the planned investment of federal resources to implement specific activities.

Williamson County anticipates receiving $2,115,309 in FY 2024. Assuming the same allocation for each of the four remaining years in the Con Plan, the County will receive $8,461,236 in additional funding for the remainder of the Con Plan.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Housing needs among residents of Williamson County were determined by analyzing housing problems by income level, tenure, and households with special needs. For the Con Plan, sources included the Comprehensive Housing Affordability Strategy (CHAS) dataset, which is based on the 2016-2020 American Community Survey Five-Year Estimates. This source analyzes households with one or more housing problems (overcrowding, lacking adequate kitchen or plumbing facilities), and households experiencing cost burden and severe cost burden.

The most significant housing issue identified is cost burden, defined as spending over 30% of household income on housing costs, such as mortgage and rent payments. According to 2016-2020 CHAS data, 14.5% of Williamson County households are cost burdened. Similarly, severe cost burden is defined as spending over 50% of household income on housing. In Williamson County, 8.9% of households are severely cost burdened.

To address the identified housing needs, the County has established the following goals and outcomes to be achieved through the investment of its CDBG resources in the first year:

Goal	Goal Outcome Indicators
Housing rehabilitation	Homeowner Housing Rehabilitated: 37 housing units
Provide housing/services to the homeless/at risk of homelessness	Homeless Person Overnight Shelter: 50 persons
Improve public infrastructure	Public Services activities for Low/Moderate Income Housing Benefit: 50 households
Improve public facilities	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 18350 persons Public Facility or Infrastructure for Low/Moderate Income Housing Benefit: 78 households
Provide public services	Public Service activities other than Low/Moderate Income Housing Benefit: 190 persons
Planning and administration	Other: 1 Other

3. Evaluation of past performance

The summary of past performance reported below was taken from the County's most recently completed Consolidated Annual Plan Evaluation Report completed for fiscal year 2022 and submitted to HUD.

Williamson County was awarded CDBG funds in the amount of $1,712,437 for Fiscal Year 2022 (October 1, 2022 through September 30, 2023). In accordance to the priorities identified and outlined in the County's Consolidated Plan, four social service projects, two public facilities projects, two home repair projects, and three infrastructure projects were identified for FY22 allocation. The projects serve low to moderate income areas and households throughout the County. The projects meet national goals and supports ongoing efforts in the community to address the growing population. All projects are identified as a high priorty in the Five-Year

Consolidated Plan. A summary of past performance below was taken from the County's FY22 CAPER and expended funds during the fiscal year:

Goal Name	Goal Outcome Indicators
Housing Rehabilitation	Homeowner Housing Rehabilitated: 32 households
Improve public infrastructure	Public facility or infrastructure activities other than Low/Moderate Income housing benefit: 1,438 persons
Improve public facilities	Public facility or infrastructure activities for Low/Moderate Income housing benefit: 116 persons

4. Summary of citizen participation process and consultation process

Stakeholder Interviews - A series of six stakeholder meetings and three public hearings were conducted between April 1st and April 11th, 2024, to gather input on affordable housing and community needs in Williamson County. Stakeholders consisted of residents and organizations that are familiar with, or interested in, Williamson County's housing and community development needs.

Participants included:

- Hill Country Community Ministries
- The Caring Place
- Bluebonnet Trails Community Services
- AARP Foundation SCSEP
- Yesterday's Gone
- Community Transformation Foundation
- Operation Liberty Hill
- Texas Housing Foundation
- Sanchez Compliance & Consulting
- Williamson County Homeless Coalition
- Habitat for Humanity of Williamson County
- Hope Alliance
- Georgetown Housing Authority
- Key2Free
- Williamson County and Cities Health District
- City of Leander
- City of Liberty Hill
- City of Granger
- City of Hutto
- City of Cedar Park
- City of Coupland

Public meetings – Three public hearings were held virtually on April 8 at 6:30 PM, April 9 at 6:30 PM and April 11 at 4:00 PM.

Web-based Citizen Survey – The County conducted a web-based survey for the general public from April 1, 2024 to May 10, 2024 which generated 35 responses in total. Questions focused on housing and community development needs.

Consolidated Plan Public Comment Period – A draft of the Consolidated Plan for FY 2024-2028 and the Annual Plan for FY 2024 was placed on public display for 30 days beginning June 28 – July 29, 2024.

Public Hearing - The County will hold a public hearing on July 9, 2024 at 5:00pm at the Williamson County Historical Courthouse located at 710 S. Main Street, Georgetown, TX to obtain final comments on the proposed Consolidated Plan for FY 2024-2028 and the proposed use of funds for FY 2024.

5. Summary of public comments

Major needs highlighted during the public participation process include:

Affordable Housing

- Affordable housing, especially for households that earn 0-50% AMI, was the most cited priority.
- Both rental and owner-occupied units have seen costs skyrocket after COVID-19 settled down.
- There is a negative public perception and connotation of affordable housing in the county that serves as a barrier to creating new affordable housing.
- Developers cite high land costs, lack of available land, significant increase in material costs, and the need for gap financing as major barriers to developing affordable housing.
- The cost to providing accessible accommodations for persons with disabilities and those aging in place is also high.

Resources and Services for the Unhoused

- Survivors of domestic violence and justice-challenged individuals are in need of life skills training and mental health services.
- Service providers do not have the capacity to provide all necessary services; there is a need to collaborate and consolidate resources.
- There is a need for more long-term shelters, especially for family households
- There is a need for additional permanent supportive housing, especially for individuals with mental health issues.
- Households with limited English proficiency were noted to be especially vulnerable after COVID-19 in terms of finding employment.

Workforce and Economic Development

- There is a need for more workforce development and skills training programs to meet current demand as high-tech companies are continuing to invest the county.
- Cities are looking to revitalize their downtowns to attract new local business and better provide services to lower income residents that are more likely to reside in and around downtown.

Public Infrastructure Improvements

- In areas expecting growth due to incoming employers, especially southeastern Williamson County (Taylor, Hutto, Coupland), stakeholders were concerned with the additional strain placed on water and sewer services, utility connections to new housing, and wear-and-tear on streets and roads due to increased traffic.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted. Comments outside the scope of the plan were not addressed.

7. Summary

In summary, the Consolidated Plan and Annual Action Plan have been developed with community input and reflect the needs of the County.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	WILLIAMSON COUNTY	
CDBG Administrator	WILLIAMSON COUNTY	Community Development

Table 1 – Responsible Agencies

Narrative

The lead agency for the Consolidated Plan is Williamson County, which administers the CDBG program.

Consolidated Plan Public Contact Information

Ms. Sally Bardwell
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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

In accordance with 24 CFR 91.115(e) Williamson County has adopted a Citizen Participation Plan describing the citizen participation requirements of its CDBG program. This document describes the process for preparation of the Consolidated Plan and each Annual Plan. It outlines the outreach efforts that will be taken to coordinate these planning documents with public and private sector interests in the County.

A series of six stakeholder meetings and three public hearings were conducted between April 1st and April 11th, 2024, to gather input on affordable housing and community needs in Williamson County. Stakeholders consisted of residents and organizations that are familiar with, or interested in, Williamson County's housing and community development needs.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).

Williamson County encourages public communication and agency consultation to demonstrate its commitment to identifying priority needs and engaging the participation of citizens, public agencies, and nonprofit organizations in a positive and collaborative manner. A list of stakeholders and affordable housing providers was developed and included public agencies and private nonprofit organizations whose missions include the provision of affordable housing and human services to low- and moderate-income households and persons. These stakeholders were invited to participate in group interviews held for the purpose of developing the Con Plan. The list of stakeholders is included in the Citizen Participation Comments section.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness
Williamson County participates in the Balance of State Continuum of Care (BoS CoC). With the re-establishment of the Williamson County Homeless Coalition in 2019, serve providers expect to collaborate as they work with persons experiencing homelessness or who are at risk of experiencing homelessness participated in the process. In FY 2024, the county has allocated $20,000 in CDBG funds toward emergency shelter and $70,000 toward providing social services to domestic violence survivors. Additionally, $149,966 in ESG funds will be used toward Rapid Re-Housing through services provided by Bluebonnet Trails Community Services. Williamson County expects that similar initiatives will be funded in future years of the Con Plan.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Service providers that work with persons experiencing homelessness participated in stakeholder meetings as described above. Williamson County will be accepting ESG for the first time in FY 2024. The county has previously worked with the Texas Balance of State CoC (TX BoS CoC) in conducting the Point-In-Time Count for the area since 2020 through the WilCo Homeless Coalition. Moving forward, the county will continue cooperating with the TX BoS CoC to determine best practices for allocating ESG funds and develop written standards, policies, and procedures.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1	**Agency/Group/Organization**	Williamson County & Cities Health District
	Agency/Group/Organization Type	Services-Health Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
2	**Agency/Group/Organization**	Williamson County, Housing and Urban Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
3	**Agency/Group/Organization**	Caring Place
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
5	**Agency/Group/Organization**	Bluebonnet Trails Community Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education Services-Employment

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
9	**Agency/Group/Organization**	Operation Liberty Hill
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
11	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
12	**Agency/Group/Organization**	WILLIAMSON COUNTY CRISIS CENTER D/B/A HOPE ALLIANCE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.

13	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
14	**Agency/Group/Organization**	Key2Free
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services - Victims
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
15	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
16	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
17	**Agency/Group/Organization**	CITY OF GRANGER
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
18	**Agency/Group/Organization**	City of Hutto
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
19	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
20	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Attended stakeholder meetings.
21	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	As the Texas Balance of State Continuum of Care host agency, we met with Texas Homeless Network one-on-one to discuss homeless needs in Williamson County and surrounding area.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How to the goals of your Strategic Plan overlap with the goals of each plan?
Analysis of Impediments to Fair Housing Choice, 2019	Central Texas Region units of government, including Williamson County	Barriers to affordable housing opportunities from the AI were included in the Con Plan.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

In accordance with 24 CFR 91.100(4), Williamson County will notify adjacent units of local government of the non-housing community development needs included in its Con Plan. Williamson County will continue to interact with public entities at all levels to ensure coordination and cooperation in the implementation of the Con Plan and thereby maximize the benefits of the County's housing and community development activities for the residents being served.

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Stakeholder Interviews - A series of six stakeholder meetings were conducted between April 1st and April 11th, 2024, to gather input on affordable housing and community needs in Williamson County. Stakeholders consisted of residents and organizations that are familiar with, or interested in, Williamson County's housing and community development needs.

Public meetings – Three public hearings were held virtually on April 8 at 6:30 PM, April 9 at 6:30 PM and April 11 at 4:00 PM.

Web-based Citizen Survey – The County conducted a web-based survey for the general public from April 1, 2024 to May 10, 2024 which generated 35 responses in total. Questions focused on housing and community development needs. Most respondents (35.2%) resided in the City of Leander.

- The major housing priorities include housing for persons with disabilities, senior housing, housing rehabilitation, transitional housing, homebuyer assistance, and rental assistance.
- The highest priority economic development activities were job creation/retention, literacy programs/GED preparedness, and workforce development programs by a large margin.
- Services for persons with disabilities, foster youth, mental health, domestic violence survivors, and hunger and nutrition services were the top priorities for public services.
- Neighborhood revitalization activities emphasized sidewalk improvements, street lighting, and parking improvements
- Public infrastructure focused on water and wastewater infrastructure and transportation.
- The highest priority community facilities were senior centers and mental health and healthcare facilities.

Consolidated Plan Public Comment Period – A draft of the Consolidated Plan for FY 2024-2028 and the Annual Plan for FY 2024 was placed on public display for 30 days beginning June 28 – July 29, 2024.

Public Hearing - The County will hold a public hearing on July 9, 2024 at 5:00pm at the Williamson County Historical Courthouse located at 710 S. Main Street, Georgetown, TX to obtain final comments on the proposed Consolidated Plan for FY 2024-2028 and the proposed use of funds for FY 2024.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Online survey	Non-targeted/ broad community Non-English Speaking - Spanish	35 responses	See Survey Results in Citizen Participation Comments	None	https://www.surveymonkey.com/r/Wilco2024 https://es.surveymonkey.com/r/Wilco2024-S
2	Public Needs Hearings	Non-targeted/ broad community	No attendees	See comments in Citizen Participation Comments	None	
3	Stakeholder Meetings	Non-targeted/ broad community	48 attendees	See comments in Citizen Participation Comments	None	
4	Public Display Period	Non-targeted/ broad community	TBD			
5	Public Hearing	Non-targeted/ broad community	TBD			

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems in Williamson County, TX by income level among renters, owners, and households with special needs. Needs were also identified through a comprehensive public outreach process that included stakeholder consultation, public hearings, , an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2016-2020 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2016-2020 ACS 5-Year Estimates and other sources to provide additional context when needed.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

High housing costs reduce economic opportunities and access to prosperity, especially among lower-income households in Williamson County. Real incomes in the area have declined while housing costs have risen, resulting in an increase in the need for affordable housing options. Between 2009 and 2020, the median income for county residents has slightly increased by 2.1% after adjusting for inflation. However, wage growth has not kept up with housing costs. Median rent increased by 36.1% and median home values increased by 35.5% from 2010 to 2020. This means that housing costs take up a relatively larger share of income for households in the county compared to 2009/2010. This translates to diminished buying power for households. Given a lack of decent, affordable housing options, the county's lower-income households often face a choice between deficient housing and cost burden.

The Housing Needs Assessment is based on data provided by HUD through the Comprehensive Housing Affordability Strategy (CHAS) data, with supplemental data used when available. This data, in combination with supplemental data and interviews with agencies and housing providers in the region provide a snapshot of the housing needs.

As the data below shows, the most significant housing issue identified is cost burden, defined as spending over 30% of household income on housing costs, such as mortgage and rent payments. According to CHAS data, 14.5% of Williamson County households are cost burdened. Similarly, severe cost burden is defined as spending over 50% of household income on housing. In Williamson County, 8.9% of households are severely cost burdened.

The following are HUD-generated tables using 2016-2020 CHAS data that are part of the Consolidated Plan tool. These tables are automatically generated when creating the Consolidated Plan. Please note that HAMFI refers to "HUD Adjusted Median Family Income," which is the median family income calculated by HUD for each jurisdiction, in order to determine Fair Market Rents and income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes such as a simple Census number due to a series of adjustments that are made. Where the HUD tables below report AMI (Area Median Income), they refer to HAMFI.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	303,725	400,780	+32%
Households	102,495	130,100	+27%
Median Income	$73,750.00 ($88,981.35 adj. to 2020 dollars)	$90,834.00	+23% (+2.1% after adj. for inflation)

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

	Base Year: 2010	Most Recent Year: 2020	% Change
Median Home Value	$172,200 *($207,764 in 2013 dollars)*	$282,700	+64.2% *(36.1% adjusted)*
Median Contract Rent	$800 *($965 in 2020 dollars)*	$1,208	+51.0% *(+35.5% adjusted)*

SUPPLMENTAL TABLE: Housing Costs, 2010 & 2020

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	10,549	11,015	22,434	14,368	71,740
Small Family Households	3,128	3,813	8,730	6,073	42,510
Large Family Households	669	1,065	2,478	1,819	6,943
Household contains at least one person 62-74 years of age	2,857	2,662	5,638	3,884	13,277
Household contains at least one person age 75 or older	2,342	2,041	2,655	1,496	4,802
Households with one or more children 6 years old or younger	1,253	1,802	4,176	2,607	12,865

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	185	65	195	40	485	119	0	18	8	145
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	15	50	150	120	335	8	39	4	30	81
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	309	223	308	124	964	15	105	509	89	718
Housing cost burden greater than 50% of income (and none of the above problems)	2,794	1,227	175	20	4,216	3,619	2,082	1,142	155	6,998
Housing cost burden greater than 30% of income (and none of the above problems)	755	2,419	3,244	410	6,828	1,052	1,567	4,308	1,882	8,809

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Zero/negative Income (and none of the above problems)	224	0	0	0	224	317	0	0	0	317

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,305	1,568	824	299	5,996	3,758	2,217	1,678	280	7,933
Having none of four housing problems	1,574	3,211	7,578	3,539	15,902	1,919	4,028	12,358	10,242	28,547
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,406	1,444	1,514	4,364	1,347	1,327	2,310	4,984
Large Related	353	355	204	912	234	516	692	1,442
Elderly	1,444	1,108	828	3,380	2,630	1,425	1,647	5,702
Other	788	1,037	1,060	2,885	610	498	926	2,034
Total need by income	3,991	3,944	3,606	11,541	4,821	3,766	5,575	14,162

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	424	424	1,214	839	0	2,053
Large Related	0	0	135	135	190	305	250	745
Elderly	972	424	145	1,541	1,790	585	301	2,676
Other	0	718	294	1,012	533	0	0	533
Total need by income	972	1,142	998	3,112	3,727	1,729	551	6,007

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	269	243	453	244	1,209	19	104	358	89	570
Multiple, unrelated family households	35	15	4	0	54	4	40	154	24	222

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	15	15	0	0	30	0	0	0	10	10
Total need by income	319	273	457	244	1,293	23	144	512	123	802

Table 11 – Crowding Information – 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

Describe the number and type of single person households in need of housing assistance.

According to the 2018-2022 ACS 5-year estimates, 51,414 households in Williamson County comprised of people living alone, consisting of 22.4% of all households in the county. Of these households, 34.4% of the householders were age 65 years or older. The median household income for 1-person households was $54,429. An affordable rent at this level would be roughly $1,360. However, it was estimated that 24,661 out 74,338 rental units (33.2%) are available at or below this price in 2022. Assuming half of all 1-person households (25,707) earn less than the median income, at least 1,046 single person households will have to pay more than 30% of their income towards housing costs. These households are most likely in need of housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

According to the 2018-2022 ACS, the overall disability rate in Williamson County is 10.0%. The incidence of disabilities increases as age increases. Among persons aged 65-74 and above 75, the rates are significantly higher, sitting at 19.8% and 44.4%, respectively. The most common disability types are ambulatory difficulty (4.5%), independent living difficulty (4.4%), and cognitive difficulty (4.2%). These disabilities could require modifications to housing units to allow a person with a disability to remain housed in their home.

According Hope Alliance, a nonprofit focused on assisting domestic violence survivors and their children based in Round Rock, for every one person that they serve, they refer another person to a service provider outside of Williamson County due to lack of capacity. On average, they serve 2,500 clients and see 7,500 average nights of shelter per year.

What are the most common housing problems?

The most common housing problem in Williamson County is cost burden. While there are a greater number of cost burdened homeowners than renters, more than two-thirds of Williamson County households are owner-occupied. Other housing problems, such as substandard housing and overcrowding were not nearly as prevalent. Cost burdened households consist of 14.5% of Williamson County households and severely cost burdened households make up an additional 8.9%. The second most common housing problem, overcrowding, only affected 1.3% of Williamson County households. Other housing problems affected less than a percentage point of households in the county.

Are any populations/household types more affected than others by these problems?

Cost burden is evenly distributed in income tiers earning below 80% AMI in terms of quantity. However, given the county's lower proportion of renters, low- to moderate-income renters are more likely to be cost burdened than homeowners. In terms of severe cost burden, owner-occupied households earning 0-30% AMI consist of more than 62% of severely cost burdened homeowner households. Renter households are evenly distributed when looking at cost burden.

Elderly households and small related households, regardless of tenure, show the highest rates of cost burden. Elderly households (both renters and owners), and small related owner-occupied households show disproportionately higher levels of severe cost burden.

Additionally, 2016-2020 CHAS data indicates that Black/ African American and Hispanic households show higher rates of cost burden in Williamson County, with 20.9% and 16.0% being cost burdened, respectively.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

No specific data is available on the characteristics and needs of low-income individuals and families with children who are currently housed but are at imminent risk of homelessness. However, it can reasonably be assumed households that are already cost-burdened and have low incomes are going to be the first to be forced from the housing market by escalating housing costs. Those threatened with eviction, those who have lost a job or are unemployed, foreclosure, or termination of utilities could become homeless when they no longer have a cushion against the rising costs of living. Stakeholders reported an increase in utility arrears and shut offs during the COVID pandemic. Utility shutoffs are a risk factor for eviction among renters. Some working poor families may only be able to pay the rent because they have two wage earners, or because the primary wage earner works two jobs. Other families may deal with the problem of high housing costs by doubling up. Such arrangements can be unstable and temporary in nature. Stakeholders repeatedly identified transition-age youth as a population at-risk of homelessness, including but not limited to those aging out of the foster care system.

Most commonly, “at-risk” families live paycheck to paycheck without any savings for emergencies. If a family experiences a lost paycheck, a small rent increase, one incident of mental or physical illness, or a temporary layoff from work, it can result in a loss of housing. A common scenario is eviction from rental housing due to nonpayment of rent. Unemployment or underemployment results in a lack of sufficient income to meet the costs of food, housing, transportation, and childcare.

Additionally, individuals or families who fall into one or more of the following categories are most likely to become homeless:

- Persons leaving institutions such as mental hospitals or prisons
- Young adults aging out of the foster care system
- Households with incomes less than 30% of the median family income
- Households paying in excess of 50% of income for housing costs
- Victims of domestic violence
- Special needs populations such as persons with AIDS, disabilities, drug and/or alcohol addictions
- Single parent households who are unemployed
- Large low-income families
- Renters facing eviction
- Homeowners facing foreclosure
- Households with catastrophic medical expenses
- Households experiencing physical hardships, i.e. flooding or fire

Formerly homeless persons who receive rapid re-housing assistance, and are nearing termination of their funds, are at risk for homelessness. However, this risk is reduced by case management, budget counseling and other social services that are offered to address risks to stability during the time they received funding. There has not been any systematic effort to track persons receiving funding to determine how many experienced multiple episodes of homelessness.

Stakeholders identified domestic violence survivors, persons with physical and mental disabilities, and persons with limited English proficiency as groups at-risk of homelessness. While services targeting these groups are available throughout the county, there is not enough capacity to provide resources for all who seek assistance. These services are necessary to not only allow them to find housing but also to maintain it independently in the long-term.

Additionally, public housing authorities mention that public housing and Housing Choice vouchers are in high demand, with waitlists opening for very brief periods of time and closed for years and vouchers being over-leased. There are 60 units of HUD Multifamily in Shady Oaks Apartments, which is operated by the Georgetown Housing Authority, set to expire in 2028.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Williamson County uses the definition of at-risk homeless populations found at 24 CFR Part 91.5 and included an individual or family who:

(i) Has an annual income below 30% of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, *e.g.,* family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Stakeholders mentioned that domestic violence and mental health disabilities are linked to unstable housing and increased risk of homelessness. Many service providers specifically addressing domestic violence often have to refer clients outside of the county either due to being at full capacity or not able to provide the necessary services, such as mental health services. Additionally, the inability to maintain housing independently is an issue identified with these groups, due to a mix of mental health issues or financial instability. The latter is especially apparent for domestic violence survivors that have faced financial abuse, as they often cycle through returning to the abuser and to the shelter.

Additional issues linked to instability include:

- Rapidly increasing rents and housing prices
- Lack of affordable housing
- People moving into Williamson County for employment but unable to find affordable housing

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than one person per room)
- Housing costs greater than 30% of income (i.e., cost burden)

In general, the percentage of households with a housing problem is highest for the lowest income brackets (0-30% AMI) and decreases as income increases. According to the above definitions, Black households earning 30-50% AMI and Asian households earning 0-30% AMI and 50-80% AMI in Williamson County experience one or more housing problems at a disproportionate level.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,786	908	981
White	3,671	618	664
Black / African American	508	114	0
Asian	192	0	105
American Indian, Alaska Native	49	0	0
Pacific Islander	0	0	0
Hispanic	1,255	174	183

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,779	2,536	0
White	4,219	1,766	0
Black / African American	485	65	0
Asian	104	50	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	1,754	638	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,898	8,443	0
White	6,209	6,011	0
Black / African American	458	327	0
Asian	249	108	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	1,707	1,938	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,036	8,888	0
White	2,096	6,467	0
Black / African American	250	400	0
Asian	60	89	0
American Indian, Alaska Native	0	49	0
Pacific Islander	0	0	0
Hispanic	505	1,763	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

	0-30% AMI	30-50% AMI	50-80% AMI	80-100% AMI
Racial/ Ethnic Group	% with one or more housing problems			
White	85.6%	70.5%	50.8%	24.5%
Black/ African American	81.7%	88.2%	58.3%	38.5%
Asian	100.0%	67.5%	69.7%	40.3%
Hispanic	87.8%	73.3%	46.8%	22.3%
Jurisdiction as a Whole	86.4%	72.8%	51.3%	25.5%

SUPPLEMENTAL TABLE: Summary of Housing Problems in Williamson County by Racial/Ethnic Group and Income

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need with severe housing problems when a racial/ethnic group experiences housing problems at a rate over 10 percentage points more than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by various income levels. Severe housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Severe overcrowding (more than 1.5 person per room)
- Housing costs greater than 50% of income (i.e. severe cost burden)

In general, the percentage of households with a severe housing problem is highest for the lowest income brackets (0-30% AMI) and decreases as income increases. According to the above definitions, only Asian households earning 50-80% AMI in Williamson County experience one or more housing problems at a disproportionate level.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,072	1,646	981
White	3,177	1,117	664
Black / African American	468	154	0
Asian	159	32	105
American Indian, Alaska Native	39	10	0
Pacific Islander	0	0	0
Hispanic	1,134	303	183

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,207	6,102	0
White	2,018	3,987	0
Black / African American	165	380	0
Asian	29	125	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	887	1,517	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,593	14,768	0
White	1,709	10,507	0
Black / African American	115	674	0
Asian	94	269	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	678	2,978	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	549	11,403	0
White	339	8,212	0
Black / African American	75	575	0
Asian	0	155	0
American Indian, Alaska Native	0	49	0
Pacific Islander	0	0	0
Hispanic	130	2,148	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

	0-30% AMI	30-50% AMI	50-80% AMI	80-100% AMI
Racial/ Ethnic Group	**% with one or more severe housing problems**			
White	74.0%	33.6%	14.0%	4.0%
Black/ African American	75.2%	30.3%	14.6%	11.5%
Asian	**83.2%**	**18.8%**	**25.9%**	**0.0%**
American Indian, Alaska Native	**0.0%**	0.0%	0.0%	0.0%
Pacific Islander	0.0%	0.0%	0.0%	0.0%
Hispanic	**78.9%**	36.9%	18.5%	5.7%
Jurisdiction as a Whole	75.5%	34.5%	14.9%	4.6%

SUPPLEMENTAL TABLE: Summary of Severe Housing Problems in Williamson County by Racial/Ethnic Group and Income

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points more than that of the corresponding income level as a whole. Cost burden is defined as paying more than 30% of income on housing expenses, and severely cost burdened is defined as paying greater than 50% of income on housing.

The data table below summarizes the percentage of each racial/ethnic group experiencing cost burden at various income levels. Based on these definitions, no group is disproportionately impacted by cost burden. However, Asian households earning less than 30% AMI, Black households earning 30-50% AMI, and Hispanic households earning more than 50% AMI show higher rates than other groups at their respective income tier.

	Less than 30% (No Cost Burden)	30-50%	More than 50%	No/ negative income (not computed)
Racial/ Ethnic Group		**% with housing cost burden**		**%**
White	78.3%	13.7%	8.0%	0.8%
Black/ African American	66.7%	20.9%	12.3%	0.0%
Asian	83.1%	11.0%	**5.9%**	2.4%
Hispanic	71.6%	16.0%	12.4%	1.0%
Jurisdiction as a Whole	76.6%	14.5%	8.9%	0.9%

SUPPLEMENTAL TABLE: Housing Cost Burden as a Proportion of Williamson County by Racial/Ethnic Group and Income

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	88,009	16,651	10,198	1,012
White	66,634	11,705	6,800	709
Black / African American	3,599	1,129	665	0
Asian	3,649	483	257	105
American Indian, Alaska Native	190	25	39	0
Pacific Islander	95	0	0	0

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Hispanic	12,588	2,814	2,189	183

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The impact of housing problems in Williamson County varies primarily by income level. However, the following income tiers experienced problems at a rate of at least ten percentage points higher than the County as a whole:

Housing Problems

- Black households earning 30-50% AMI
- Asian households earning 0-30% AMI
- Asian households earning 50-80% AMI

Severe Housing Problems

- Asian households earning 50-80% AMI

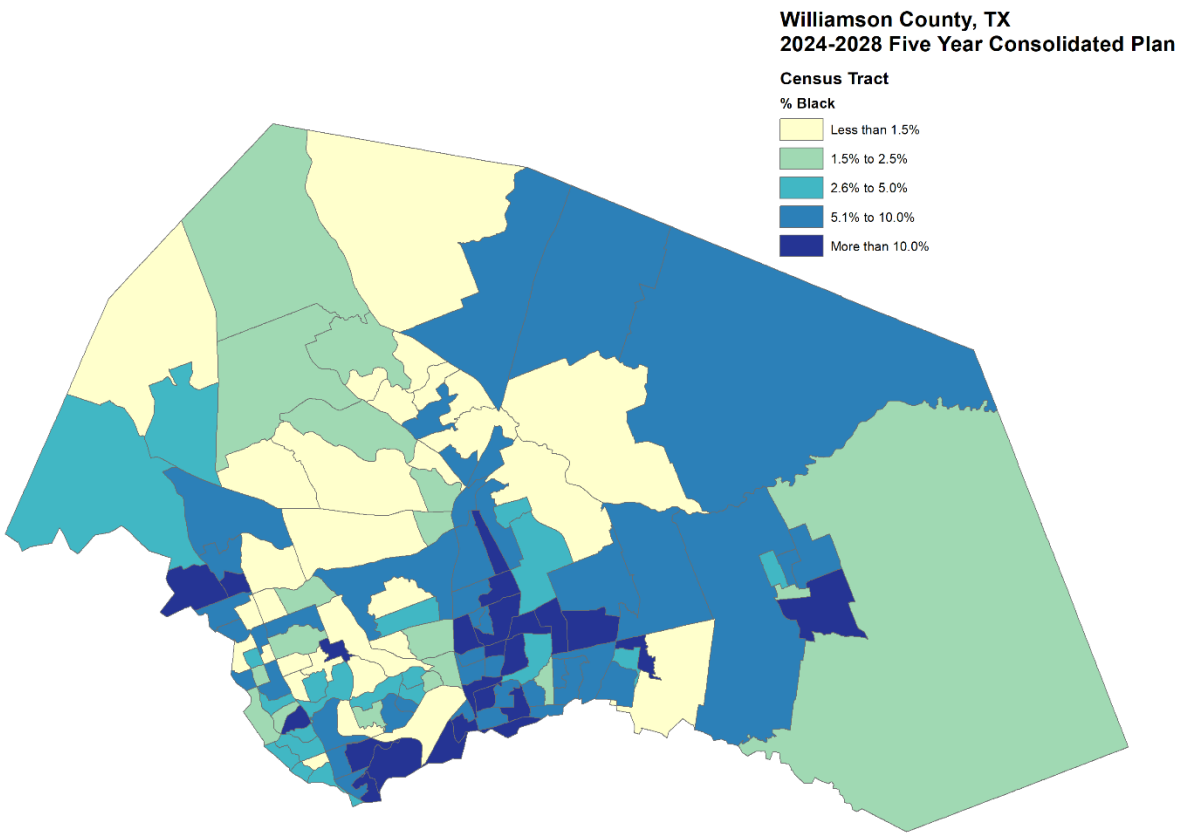
No groups were disproportionately impacted by cost burden.

If they have needs not identified above, what are those needs?

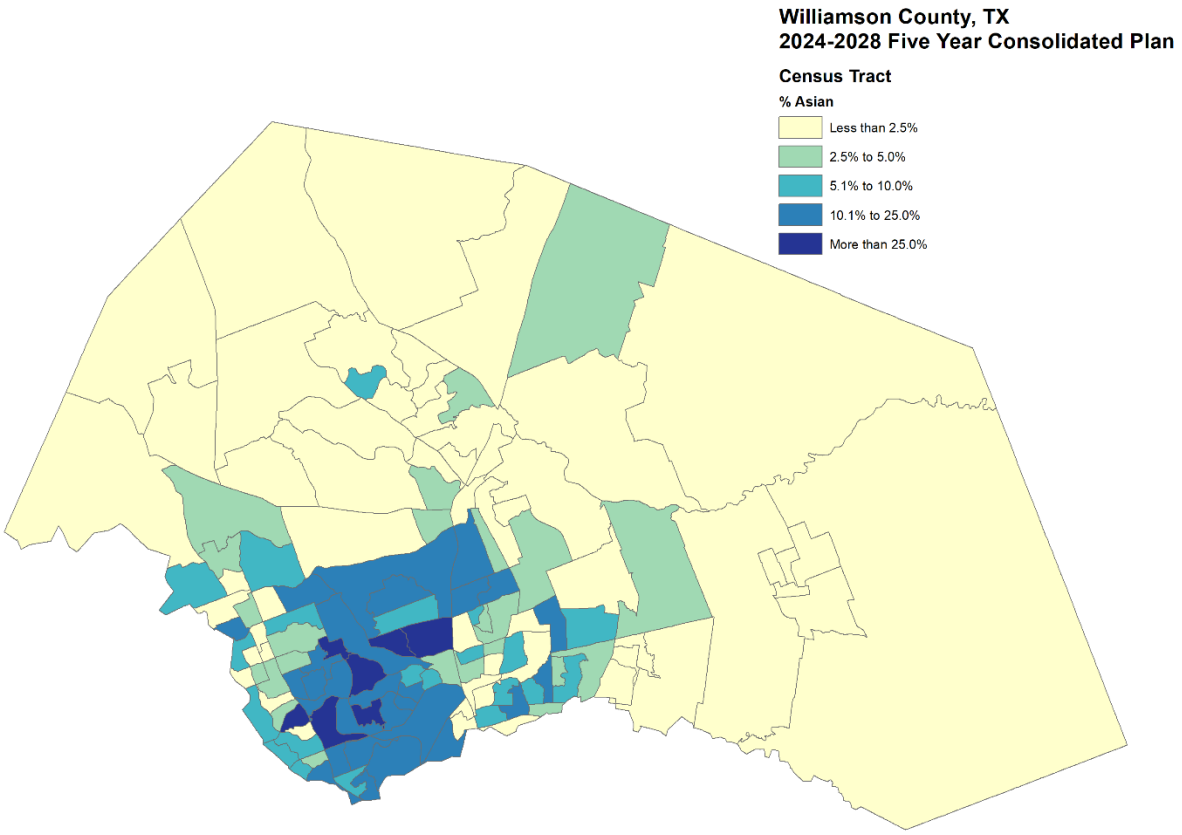
The needs among race/ethnicities are indicated above. Income categories have more general needs as described in NA-10 and the Housing Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

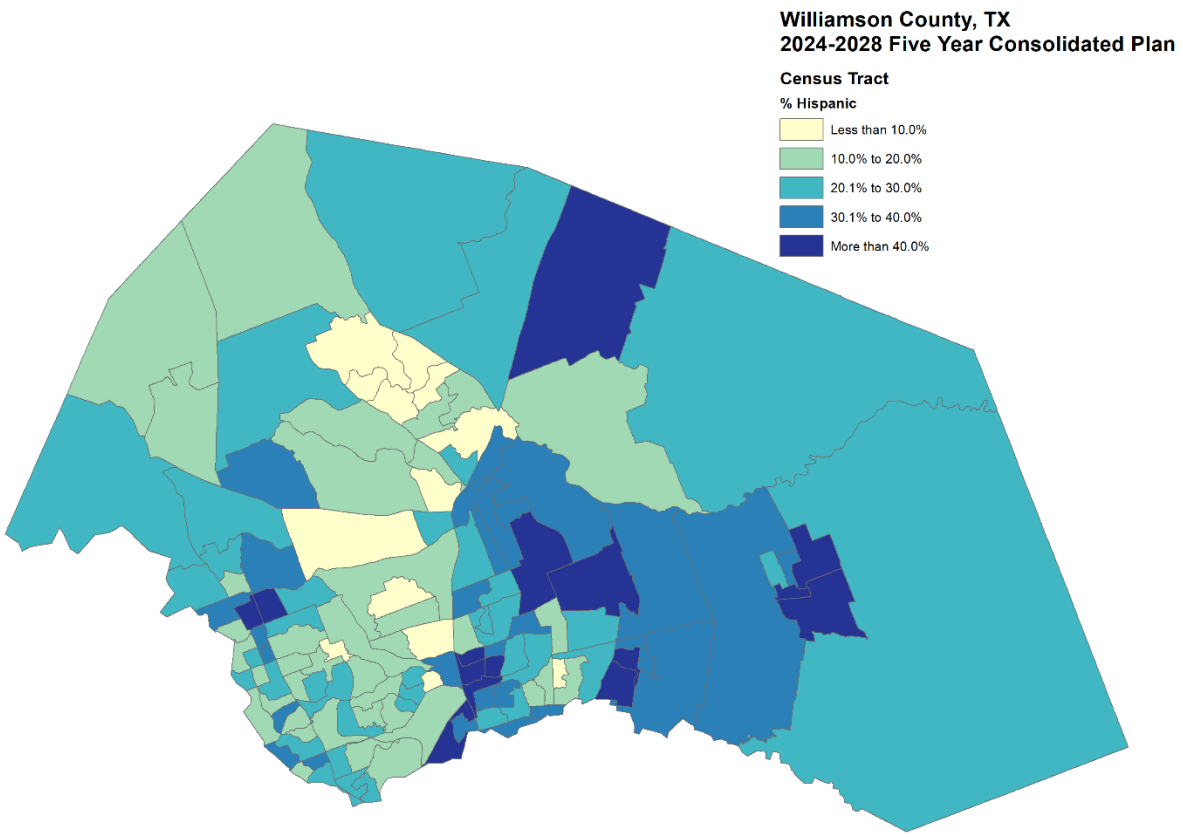
Excluding Round Rock and Austin, which are their own HUD Entitlements, portions of Leander, Taylor, Cedar Park, and in and around Hutto show relatively high concentrations of Black and Hispanic households. Asian households can be found in Cedar Park, Brushy Creek, and in unincorporated Williamson County between Leander Georgetown and Round Rock.



SUPPLEMENTAL MAP: Concentration of Black Households in Williamson County, 2022
Source: 2018-2022 ACS



SUPPLEMENTAL MAP: Concentration of Asian Households in Williamson County, 2022
Source: 2018-2022 ACS



SUPPLEMENTAL MAP: Concentration of Hispanic Households in Williamson County, 2022
Source: 2018-2022 ACS

NA-35 Public Housing – 91.205(b)

Introduction

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for residents' self-sufficiency and economic independence. There four public housing authorities (PHAs) operating in Williamson County. These PHAs manage 372 public housing units and over 409 Housing Choice Vouchers throughout the county.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	372	409	0	399	0	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# Homeless at admission	0	0	2	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	145	80	0	79	0	0
# of Disabled Families	0	0	89	95	0	94	0	0

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Families requesting accessibility features	0	0	372	409	0	399	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	285	203	0	199	0	0	0
Black/African American	0	0	79	202	0	196	0	0	0
Asian	0	0	7	3	0	3	0	0	0
American Indian/Alaska Native	0	0	1	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	138	83	0	83	0	0	0
Not Hispanic	0	0	234	326	0	316	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Georgetown Housing Authority (GHA)
The waiting list for Georgetown Housing Authority's Public Housing and Housing Choice Voucher Program recently opened in August 2023 via a lottery. The waitlist had been closed for twelve years prior. Within two days, the housing authority received over 1,700 applicants for the 105 vouchers the housing authority administers. While the housing authority meets the minimum 5% of their housing inventory being accessible, they do not nearly have as many units with accessibility accommodations as they expect, given that many of their units are occupied by elderly households.

GHA offers various services to residents in an effort to improve their living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program works with local service providers and organizations that provide Public Housing residents with information and referrals for low-cost or no-cost assistance.

Round Rock Housing Authority
Established in 1966, the Round Rock Housing Authority's (RRHA) first development was built in 1972. RRHA currently manages 100 public housing units and 216 tenant-based housing choice vouchers. There are three public housing properties including Westwood, Cushing Center, and Lance Haven. Of the 100 public housing units, Westwood offers 28 units for the elderly while both Cushing Center and Lance Haven have approximately 30 units available for family households. The estimated wait for public housing is 18 to 24 months and RRHA is not currently accepting applications.

RRHA also has scattered single family units currently occupied by tenants receiving voucher assistance. The housing choice voucher waiting list is closed and applications are no longer being accepted.

To provide more services to public housing residents and enhance the living environment, Round Rock Independent School District, in partnership with RRHA, provides afterschool academic support and enrichment through a Neighborhood Outreach Center. The goal of this partnership is to create an after-school resource center that provides educational support for K-12 students and their families who currently reside in public housing. This partnership supports the district goal to accelerate Texas Assessment of Knowledge and Skills gains for economically disadvantaged, African American, and Hispanic students to reduce the achievement gap.

Granger Housing Authority
A small public housing authority, Granger Housing Authority manages 26 units of public housing and does not have a Housing Choice Voucher program. Granger Housing Authority offers one- to three-bedroom apartments to the elderly, persons with disabilities, and families. Because of its size, Granger Housing Authority is only required to have one accessible unit; however, the authority provides reasonable accommodations upon request.

Taylor Housing Authority
Taylor Housing Authority (THA) manages 46 units of public housing and administers 213 Housing Choice vouchers. THA is currently not accepting applications for the voucher program and recently closed applications for public housing in December 2023. On average, applicants spend 32 months on the waiting list before moving in.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders
Based on Georgetown Housing Authority's experience and housing inventory, elderly one-bedroom housing units are the highest in demand. They occupy a large number of one-bedroom units, which are also offered to family households. Notably, they have very few three- and four-bedroom units. Many stakeholders expressed a need for more affordable housing options for family households, elderly households, and extremely low-income households.

How do these needs compare to the housing needs of the population at large
Discussion

Both public housing tenants and voucher holders show a similar need for affordable housing as the county as a whole. Affordable housing is a high priority need in Williamson County. There are long wait times for a household to gain access to a public housing unit or a Housing Choice Voucher and in most cases, the waiting lists are closed.

NA-40 Homeless Needs Assessment – 91.205(c)

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Williamson County is not a Continuum of Care (COC) designee and is part of the Balance of State (BoS). Within Williamson County, there are no shelters or transitional housing for persons who are experiencing homelessness except for Crisis Center/Hope Alliance which provides emergency shelter for victims of domestic violence and their children. While there are some organizations working to provide wrap-around services for persons experiencing homelessness or who are at risk of becoming homeless, there are no emergency housing providers. Many organizations that serve the homeless are not federally funded and therefore have not been asked to collect and report on those they serve. The Williamson County Homeless Coalition carried out a Point in Time (PIT) Count in January 2024, identifying 63 homeless individuals consisting of 65 households.

In the 2024 PIT, one household had at least one adult and one child, with a total of two children identified. Additionally, 11 identified as veterans, and 2 as chronically homeless. One unaccompanied youth (age 18 to 24) was also counted.

The 2024 PIT also included additional questions related to the individual’s health and experience with homelessness. In the 2024 PIT, 13 individuals identified as having a serious mental illness, 10 mentioned having substance use disorder, one individual is living with HIV/AIDS, and one individual mentioned that they are a domestic violence survivor.

The 2023 PIT included additional information that was not included in the 2024 PIT. In the 2023 PIT, almost a quarter of all individuals in the PIT believed that they have a chronic health condition that affects their ability to support their family or live independently. Additionally, 28 individuals responded that this was their first-time experiencing homelessness.

Nature and Extent of Homelessness: (Optional)

Race: White	**Sheltered:**	**Unsheltered (optional): 35**
Race: Black	**Sheltered:**	**Unsheltered (optional): 24**
Race: Asian	**Sheltered:**	**Unsheltered (optional): 0**
Ethnicity: Hispanic	**Sheltered:**	**Unsheltered (optional): 11**

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Based on the 2024 PIT count conducted by the Williamson County Homeless Coalition, one family households with children was identified as homeless, down from three in 2023. Additionally, two veteran households without children were homeless, down from seven in 2023.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.
Racial and ethnic groups were not reported for most households in 2024. In 2023, for the 70 individuals whose racial and ethnic information were collected, 35 identified as White, 24 identified as Black, 11 identified as Hispanic, 3 as American Indian, and 6 as other.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.
Based on the 2024 PIT and 2024 Housing Inventory Count (HIC), there is a dire need for additional housing and shelter. With only 32 beds recorded in the 2024 HIC, there are not enough beds to serve the 63 unsheltered individuals counted in the 2024 PIT. Many homeless service providers cited a need for more long-term shelters and permanent supportive housing, especially for domestic violence survivors and justice-challenged individuals. However, high development costs and poor public perception are major barriers to developing new shelters in the county. This was the case for Pecan Gardens, which is an expected permanent supportive housing facility for seniors exiting homelessness in a part of Austin that falls within Williamson County. There were several lawsuits in terms of the purchase and development the property, but the lawsuits were ultimately dismissed and the property is now in its final phase. While it is more affordable to develop in the county's Extra-Territorial Jurisdiction (ETJ), the lack of public transit is a barrier for shelter occupants.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

This section will discuss the characteristics and needs of persons in various subpopulations of Williamson County who are not homeless but may require supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental) persons with HIV/AIDS and their families, persons with alcohol or drug addiction, victims of domestic violence, and persons with a criminal record or were formerly incarcerated

Describe the characteristics of special needs populations in your community:

Elderly

Elderly persons are more likely to live on fixed, very low incomes or require special supportive service to complete their daily routines. This means elderly residents especially need affordable housing options and easy access to service providers.

According to ACS 2018-2022 estimates, 12.6% of Williamson County are aged 65 or over. In addition, the Census reported that 28.6% of persons 65 years and over had at least one disability in 2022. Notably, 18.6% of experienced an ambulatory difficulty and 13.3% experienced a hearing disability.

Persons with Disabilities

In 2022, 10.6% of the Williamson County residents reported having a disability. Individuals with ambulatory disabilities generally require accessible housing units, and individuals with independent living disabilities may require assisted living facilities. Data from the 2022 ACS indicates that 4.3% indicated an ambulatory difficulty; 3.9% reported an independent living difficulty. As mentioned in the section above, elderly persons are more likely to have these disabilities.

In Williamson County, 6.2% of all adults aged 18-64 live below the poverty line. However, there are differences in the incidence of poverty by disability status. For those with a disability, 10.8% live below the poverty line as compared to 5.8% of those without a disability.

Individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs also require supportive services in addition to housing that they can afford. Public and private sources have limited funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

What are the housing and supportive service needs of these populations and how are these needs determined?

The primary housing and supportive needs of these subpopulations were determined by input from service providers and the public through public meetings and stakeholder interviews. These

needs include affordable, safe housing opportunities along with wraparound services to help individuals maintain their housing. These services are especially important to domestic violence survivors and individuals with mental health issues, and include life skills trainings, job skills trainings, and financial literacy programs. Persons with disabilities often require accessible features and ground floor housing units, especially with the housing authorities noticing a high need for housing for elderly persons. While there are many individuals and nongovernmental organizations looking to provide these services, many stakeholders also mentioned a need to pool together resources and serve these populations efficiently.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the Texas Department of State Health Services' Health Data Dashboard, Williamson County shows 866 individuals living with HIV as of 2019 – 162 females and 704 males. These rates have been slowly rising since 2010.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

As Williamson County continues to grow, there is an increase need for public facilities. Through CDBG funds, Williamson County can fund the construction, rehabilitation, or installation of public facilities to help address this need. Eligible public facilities include neighborhood facilities (such as educational centers, parks, recreation centers, and libraries) and facilities for special needs populations (such as homeless shelters, elderly facilities, or centers for people with disabilities).

How were these needs determined?

Public facility needs were identified based upon input from public meetings, agencies that completed surveys or participated in stakeholder focus groups, and municipal officials. The following needs were identified:

- Homeless facilities
- Senior centers
- Neighborhood facilities

Describe the jurisdiction's need for Public Improvements:

Williamson County has a mix of urban and rural areas. Public improvements are a necessity in many of the less developed areas. Additionally, many areas within the County lack infrastructure to sustain the on-going growth that the County has experienced in recent years.

Williamson County needs to continue to address public improvements throughout the county by funding the construction, rehabilitation, or installation of public improvements. Public improvement needs include, but are not limited to, street and sidewalk improvements, water and sewer installation, and flood drainage improvements and ADA compliance construction and rehabilitation. These improvements are especially important due to the county's rapid growth in recent years, increasing pressure on public infrastructure such as water and sewer lines and roads.

How were these needs determined?

Public improvement needs were identified based upon input from public meetings, agencies that completed surveys or participated in stakeholder focus groups, and municipal officials.

Describe the jurisdiction's need for Public Services:

Through CDBG funds, Williamson County can fund an array of public services. Eligible public services include, but are not limited to, homeless services, education and workforce development programs, homebuyer counseling, elderly care and programs, and childcare and health services for low- moderate-income households.

How were these needs determined?

Public service needs were identified based upon input from citizens who attended public meetings, agencies that completed surveys or participated in stakeholder focus groups, and municipal officials. The following needs were identified:

- Food pantries
- Housing assistance for rent and/or mortgage payments
- Mental health services

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This market analysis identifies the need to preserve existing affordable housing opportunities while advancing efforts to create a diverse supply of additional affordable units. Ideally, Williamson County will have a mix of housing types to accommodate households of all types and income levels. Williamson County's strategies will be especially guided by the increasing mismatch between incomes and housing costs and the specific accommodations necessary to ensure that special needs populations have adequate affordable housing options with appropriate supportive services where needed.

General conclusions about the market, as described in the following pages, include:

- More than three-fourths of Williamson County households are homeowners.
- Most housing units in Williamson County are single-family detached structures (81%)
- Housings costs are outpacing income growth (+2.1% since 2009) in both the homeowner (+19.2%) and rental market (+12.3%), creating expectations for decreased access to affordable housing in the near future.
- The economic success of Williamson County in attracting large employers creates a need to provide more housing and maintain public infrastructure such as roadways and water/sewer systems.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing stock in Williamson County is principally single-family (81%) and owner-occupied (82.3%). Data from the 2022 ACS indicates that 6.2 % of all adults aged 18-64 live below the poverty line. Among the entire population, 6.6% live below the poverty line. Among children under the age of 18 and seniors over the age of 65, approximately 6.8% and 7.2%, respectively, live below the poverty line. The high incidence of poverty among persons with disabilities, as mentioned in NA-45, points to the need for affordable housing, particularly within the renter-occupied market.

Of the nearly 99,000 owner-occupied units in Williamson County, 90% consist of three or more bedrooms. Among renter-occupied units, three or more-bedroom units are the most common size, making up 46% of all rental units. The data is consistent; single family units – which tend to be larger than multi-family units – comprise of 81% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children and single person households, demographic groups particularly prone to cost burden and severe cost burden.

The vacancy rate decreased from 6.2% in 2010 to 4.2% in 2022, according to ACS data.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	110,515	81%
1-unit, attached structure	2,628	2%
2-4 units	3,918	3%
5-19 units	7,289	5%
20 or more units	7,732	6%
Mobile Home, boat, RV, van, etc	3,977	3%
Total	***136,059***	***100%***

Table 26 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	241	0%	735	2%
1 bedroom	518	1%	7,128	23%
2 bedrooms	9,500	10%	8,864	28%
3 or more bedrooms	88,653	90%	14,452	46%
Total	***98,912***	***101%***	***31,179***	***99%***

Table 27 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

According to PolicyMap, there are 5,192 housing units affordable to low-income households funded by the Low Income Housing Tax Credit (LIHTC) program as of 2021. Of these units, 611 units (11.8%) are expected to reach their 15-year period of affordability in the next five years; another 652 units (12.5%) are set to expire by 2029 by exceeding the 30-year period. LIHTC units are targeted to households with incomes at or below 60% AMI. There are another 114 units of HUD Multifamily subsidized housing in Williamson County, excluding other HUD Entitlements such as Round Rock and Austin, that serve households with incomes at or less than 30% AMI.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There are 611 units that are expected to reach or surpass their 15-year affordability period. These affordable units have the potential to be lost as property owners have the option to leave the LIHTC program through a relief process. An additional 652 affordable housing units are set to expire after surpassing the 30-year affordability period. There are also 60 units of HUD Multifamily in Shady Oaks Apartments, which is operated by the Georgetown Housing Authority, set to expire in 2028. This development is also a part of the Section 8 program.

Does the availability of housing units meet the needs of the population?

There is a significant need for affordable housing in Williamson County. As the population of the county continues to grow, more housing is necessary to meet increasing demand. However, developers such as Habitat for Humanity and Texas Housing foundation are facing issues related to rising costs related to materials and land.

As an example, Habitat for Humanity indicated that their cost to development an affordable unit for homeownership has increased from $50,000 to $150,000 over the last five years. Developers also indicated that land costs have increased to approximately $200,000 for 7/10 of an acre and land is getting even more difficult to find in Williamson County.

Additionally, there is a need for housing rehab, especially for low-income households that have difficulty maintaining their homes. However, lenders are wary of providing these services due to additional costs of finding temporary housing for the household while it is being repaired along with potential issues such as selling the property after receiving repairs.

Describe the need for specific types of housing:

Stakeholders report that there is a large demand for housing elderly persons. Housing authorities mentioned that many of their 1-bedroom units are being occupied by elderly households, and their waiting lists often being closed for years. With many living on fixed income they must choose between substandard housing and being cost burdened. The majority (81%) of units are single-family units, 3% are two- to four-unit dwellings, and 11% with five or more units. More multifamily units are needed as these tend to be more affordable than single-family houses. Additionally, within both the owner and renter markets, the majority of units have three or more

bedrooms. While this meets the needs of larger households, it does not leave a range of choices for small households that may be more cost burdened from having to live in these units.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Williamson County's housing market has seen housing costs increase since 2009. Median gross rent has increase by 12.3% and median home values have grown by 19.2%, after adjusting for inflation. Notably, household incomes have only increased by 2.1% during the same time period, indicating that housing is increasingly becoming less affordable to Williamson County residents.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	$196,500 ($237,082 adj. to 2020 dollars)	$282,700	44% (+19.2% adj. to 2020 dollars)
Median Contract Rent	$891 ($1,075 adj. to 2020 dollars)	$1,208	36% (+12.3% adj. to 2020 dollars)

Table 28 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	2,387	7.6%
$500-999	7,077	22.7%
$1,000-1,499	12,722	40.8%
$1,500-1,999	6,881	22.0%
$2,000 or more	2,010	6.4%
Total	***31,077***	***99.5%***

Table 29 - Rent Paid

Data Source: 2016-2020 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	1,242	No Data
50% HAMFI	5,253	3,515
80% HAMFI	18,502	18,691
100% HAMFI	No Data	32,148
Total	***24,997***	***54,354***

Table 30 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	$1,519	$1,635	$1,924	$2,470	$2,840
High HOME Rent	$1,414	$$1,516	$1,822	$2,096	$2,319
Low HOME Rent	$1,102	$1,181	$1,417	$1,638	$1,827

Table 31 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

According to CHAS data, there is insufficient housing for households earning 0-50% HAMFI. There are 10,549 households earning 0-30% AMI but only 1,242 housing units affordable to them. Additionally, there are 11,015 households earning 30-50% AMI but only 8,768 housing units affordable to them. Housing units affordable to extremely low-income households consist of only 12.6% of Williamson County's housing stock.

How is affordability of housing likely to change considering changes to home values and/or rents?

Home values and rents have increased in Williamson County by 19.2% and 12.3% from 2009 to 2020 after adjusting for inflation. With incomes having only increased by 2.1% on average during the same time period, housing is expected to become less affordable in the near future. Additionally, mortgage rates have risen after the low rates present during the COVID-19 pandemic, making owner-occupied housing less affordable for new homeowners.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The FY 2024 HOME Rents/ Fair Market Rent table was created using supplemental data sources. Fair Market Rents and HOME rents were found at for the Austin-Round Rock MSA: https://www.hudexchange.info/programs/home/home-rent-limits/

The Fair Market Rent (FMR) for a one-bedroom unit in the Austin-Round Rock MSA is $1,635 per month. To avoid being cost burdened, a household needs to earn $5,450 per month. In 2023, the National Low-Income Housing Coalition's Out of Reach report states the one-bedroom housing wage in the Austin-Round Rock MSA is $26.65. This means one would need to earn that much to comfortably afford a 2-bedroom home at FMR. The minimum wage in Texas is $7.25 per hour. In order to pay Fair Market Rent for a 1-bedroom at minimum wage (in 2023), one would need to work over 225 hours per month. This is not even considering other living expenses such as food, clothing, transport, and healthcare.

The maximum monthly Supplemental Security Income (SSI) payment is $943 for an individual in 2024. Households for which this is the sole source of income can spend $283 monthly on housing to not be considered cost burdened. This is 18.7% of the cost of renting an efficiency unit at FMR, putting that individual in the severely cost burdened range.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The following data provides an overview on the condition of housing in Williamson County. The following conditions are included in the data that follow: 1) lacking complete plumbing facilities, 2) lacking complete kitchen facilities, 3) overcrowding (more than one person per room), and 4) cost burden (more than 30% of household income spend on housing).

Definitions

Standard Condition: No major structural defects; adequate plumbing and kitchen facilities; appearance which does not create a blighting influence; and the house meets additional, more stringent, local standards and building codes, including lead-based paint clearance.

Substandard Condition but Suitable for Rehabilitation: The nature of the substandard condition makes rehabilitation both financially and structurally feasible.

Housing Conditions: Condition of units is assessed using the same criteria as in the Needs Assessment. This includes: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, 4) cost burden (amount of income allocated to housing) is greater than 30%, and 5) complies with applicable building code standards.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	19,884	20%	12,484	40%
With two selected Conditions	442	0%	1,084	3%
With three selected Conditions	29	0%	55	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	78,530	79%	17,604	56%
Total	***98,885***	***99%***	***31,227***	***99%***

Table 32 - Condition of Units

Data Source: 2016-2020 ACS

	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Has incomplete kitchen facilities	632	0.4%	287	0.2%
Has incomplete plumbing facilities	1,192	1.6%	313	0.4%

Data Source: 2018-2022 ACS

SUPPLEMENTAL TABLE: Housing Units Lacking Complete Plumbing and/or Kitchen Facilities

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	60,115	61%	17,882	57%
1980-1999	29,133	29%	9,331	30%
1950-1979	7,014	7%	3,271	10%
Before 1950	2,646	3%	746	2%
Total	*98,908*	*100%*	*31,230*	*99%*

Table 33 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	9,660	10%	4,017	13%
Housing Units build before 1980 with children present	21,469	22%	16,855	54%

Table 34 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 35 - Vacant Units

HUD did not provide data for this table and the Williamson County does not have data available to complete it.

Need for Owner and Rental Rehabilitation

Older housing typically requires more continual maintenance. In the absence of routine maintenance, older housing can quickly become substandard. The common age threshold used to signal a potential deficiency is approximately 50 years or more. In Williamson County, only 10.7% of the housing units were built prior to 1980 according to 2022 ACS. The housing stock in Williamson County is significantly newer than that of the State of Texas as a whole, of which 35.6% of housing units were built prior to 1980. The age of owner-occupied units and rental

units is similar according to Table 38. While rental units are shown to be twice as likely as owner-occupied units in Table 37, this is likely related to cost burden, which was shown to be the most prevalent housing problem in Williamson County by a large margin in the Needs Assessment. It is uncommon for both owner- and renter-occupied units to have more than one selected condition.

Many stakeholders expressed concern about the difficulty of maintaining housing up-to-code for low-income households. Many already struggle to afford monthly mortgage payments, let alone utility bills. A need for housing rehabilitation and home repairs is needed in Williamson County.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

Lead-based paint was banned from residential uses in 1978. All houses constructed before 1978 are therefore considered at risk for containing lead-based paint. HUD has made the elimination of housing units containing lead-based paint a priority. The poisoning of children from contact with lead-based paint has been recognized as a major public health problem by the Center for Disease Control (CDC). According to the CDC, lead is the number one environmental health hazard to American children. It is estimated that 10%-15% of all preschoolers in the United States are affected. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, hyperactivity, and aggressive behavior.

Lead-based paint hazards pose the greatest risk for children, especially those under seven years of age. Table 29 above provides data on owner-occupied and renter- occupied units built before 1980 with children present. Despite rental and owner-occupied units being similar in age, families with children that rent are much more likely to be impacted by lead-based paint hazards than children in owner-occupied units in Williamson County.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for residents' self-sufficiency and economic independence.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			376	336			0	0	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

There are four public housing authorities (PHAs) operating in Williamson County. These PHAs manage 376 public housing units and over 450 Housing Choice Vouchers throughout the county.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Williamson County has 376 public housing units being managed by four public housing authorities. Most of the public housing developments in Williamson County were built prior to the 1950s and 1960s, meaning these buildings are 50 to 60 years old. Deterioration can happen as a building ages, however, each housing authority is charged with maintaining their developments and assuring a safe environment for their residents. The housing authorities have maintenance crews on duty to accommodate residents and resolve maintenance requests. Lack of funding makes it impossible to completely renovate all buildings, but each housing authority is committed to maintaining its housing and addressing revitalization needs

Public Housing Condition

Public Housing Development	Housing Authority	Municipality	Inspection Score
Cushing Center	Round Rock Housing Authority	Round Rock	96
Avery Apartments	Taylor Housing Authority	Taylor	78
Mary Olson Apartments	Taylor Housing Authority	Taylor	87
Stonehaven	Georgetown Housing Authority	Georgetown	91
Granger Housing Authority	Granger Housing Authority	Granger	83

Table 37 - Public Housing Condition

HUD Multifamily Housing	Municipality	Inspection Score
Georgetown Place Apts-UA Only	Georgetown	97
Georgetown Square	Georgetown	93
Liberty Trails Townhomes	Liberty Hill	92
GATEWAY NORTHWEST APARTMENTS	Georgetown	92
The Heritage at Hunters Chase	Austin	90
Anatole at Westinghouse	Georgetown	92
Shady Oaks Apartments	Georgetown	85

SUPPLEMENTAL TABLE: Physical Inspection Scores for HUD Multifamily Housing in Williamson County's HUD Jurisdiction.

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Some revitalization needs identified include HVAC, roofs, bathrooms, kitchens, flooring, foundations, closet doors, upgraded electrical wiring, exterior paint, and front and back porch covers. In FY 2024, electrical upgrades and plumbing for kitchens and bathrooms for housing units are planned.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The housing authorities in Williamson County provide opportunities for improving the living environment of low- and moderate-income households residing in public housing through a variety of initiatives ranging from FSS program and computer labs to informal community libraries. See NA-35 for detailed descriptions.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section summarizes information regarding homeless facilities and services within Williamson County.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	30				
Households with Only Adults			2		
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 38 - Facilities and Housing Targeted to Homeless Households

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

There are organizations that provide services such as food and clothing assistance, mental health services, counseling, etc. to vulnerable populations. Some of the larger organizations that provide services within the County are:

- The Caring Place
- Hope Alliance
- Hill Country Community Ministries
- Texas Baptist Childrens Home
- Shepherd's Heart Food Pantry
- Yesterday's Gone
- Impact Counseling Services
- Bluebonnet Trails Community Services
- Community Transformation Foundation
- Operation Liberty Hill

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Williamson County, along with 214 other counties, is part of the Balance of State Continuum of Care (BoS CoC). The WilCo Homeless Coalition was established in 2019 to create a collaborative approach to planning and funding services related to homelessness. The county's reinitiated its Point-in-Time (PIT) Count in 2020, which was last conducted in 2011. The 2024 Point-in-Time Count was conducted in January 2024and identifies 83 homeless individuals consisting of 65 households. Most households in the count consisted of single-person adults (92.3%). For the 32 individuals whose racial and ethnic information were collected, 13 identified as White, 9 identified as Black, 10 identified as Hispanic, 1 as Asian.

Based on the 2023 Housing Inventory Count, there are two shelters in Williamson County: Hope Alliance and Texas Baptist Children's Home. Hope Alliance assists those whose lives have been affected by domestic violence. Their shelter program provides 30 year-round beds for domestic violence survivors and their children. Barrier for entry is minimal, requiring only an intake session, consent forms, and client rights. Services and resources provided to clients include food, clothing, safety planning, case management, counseling, legal advocacy, hospital and court accompaniment, tutoring for children, and assistance with crime victim compensation and protective orders. Hope Alliance is expected to expand their capacity with the construction of a

new facility, expecting to break ground in July 2024 and open by July 2025. The facility expects to provide 96 year-round beds.

Texas Baptist Children's Home (TBCH) focuses on providing a safe living environment for vulnerable children. While the Housing Inventory Count (HIC), which provides an inventory of beds and units for provider programs within a CoC, only mentions two transitional housing beds, TBCH offers two residential programs on its Round Rock Campus: Family Care and Home Base. Family Care provides long-term transitional housing to children and their single mothers. Facilities include 16 group residences and 155 apartments, with a capacity for up to 55 adults and 110 children. Services offered through this program include case management, no-cost counseling, life skills training, tangible & financial assistance, scholarships, resource referrals, and aftercare.

Home Base provides transitional housing for up to 10 young adults, age 18 to 24, aging out of the foster care system. Clients receive case management, no-cost counseling, life skills training, and scholarships to create stability while they continue education or enter the workforce.

Stakeholders mention that there are an increasing number of children facing homelessness in and around Williamson County. For example, according to Bartlett ISD's PEIMS, 11% of students currently enrolled are homeless and it is expected that 6% are considered homeless for the 2023-2024 school year. This has resulted in a rise in mental health issues and can be associated with emotional and social distress from substandard housing conditions and additional financial burdens stemming from the COVID-19 pandemic.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

The following section describes the facilities and services available to persons with special needs.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The AARP Foundation Senior Community Service Employment Program (SCESP) provides elderly services to help low-income, unemployed individuals aged 55+ find work. A representative from AARP serving Williamson County noted that social security and fixed income is not keeping up with cost of living as it relates to utilities and taxes. As a result, many are returning to the labor force. Additionally, there has been a rise in the number of seniors living with their children.

The Area Agency on Aging of the Captal Area (AAACAP) provides a number of services for elderly and frail elderly households, including home-delivered meal programs; ombudsman services that help advocate for older adults living in long-term care and assisted-living facilitates; and health and wellness programs,

Bluebonnet Trails Community Services provides services to adults and children with serious mental illness and developmental disorders. Programs they administer address autism, behavioral health, crisis services, early childhood intervention, employment assistance, health care, justice involved services, substance use services, veterans' services, and supportive housing. The supportive housing program focuses on helping individuals overcome barriers that interfere with their ability to maintain affordable housing. This includes finding and applying for affordable housing and financial assistance, job and life skills training, and financial literacy courses.

AIDS Services of Austin serves Williamson County and provides a variety of services including: education, interventions, HIV testing, case management for persons with HIV/AIDS, nutrition services, transportation services, legal services and housing assistance (HOPWA).

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Williamson County is not a Continuum of Care designee but participates in the Balance of State Continuum of Care (BoS COC). The County will continue to support the efforts of the BoS COC which provides programs in the community to include transitional housing, safe haven, permanent supportive housing, and support services programs.

Many stakeholders emphasized that there is major need to provide wraparound services to allow individuals facing mental health issues to maintain their homes. Additionally, reasonable

accommodations and home repairs may be necessary for allow for elderly persons to age in place.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

In the first year of the five-year plan, the County will support public service activities for families with children and domestic violence survivors. Some of the funded projects include $60,000 to Impact Counseling Services for mental health services for students, families and staff during the school day at no cost, $50,000 to Hope Alliance for lifesaving support and intervention services for domestic violence survivors, and $20,000 to Yesterday's gone for medical and counseling support for domestic violence survivors. Public service activities that have addressed housing and supportive services for persons with special needs have included childcare, therapy, crises intervention, psychiatric care, healthcare services, and emergency assistance.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

Williamson County has a stated goal to provide public services. As stated, above, in the first year of the five-year plan, the County will support public service activities to address the needs of persons who are not homeless but who have other special needs. . Some of the funded projects include $60,000 to Impact Counseling Services for mental health services for students, families and staff during the school day at no cost, $50,000 to Hope Alliance for lifesaving support and intervention services for domestic violence survivors, and $20,000 to Yesterday's gone for medical and counseling support for domestic violence survivors. These projects are under the goal of Provide Public Services.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Many stakeholders mention difficulties developing affordable housing and shelters in cities throughout Williamson County. While it is not necessarily a public policy issue, negative public perception of affordable has been a barrier to developing new affordable housing. It may be more feasible to develop in unincorporated areas of Williamson County. However, development costs, including land and utility connections, along with lack of access to public transit may hinder access to necessary services for residents.

The Central Texas Assessment of Fair Housing was finalized in August 2019. Barriers identified in the assessment include:

- County capacity to address fair housing issues is limited.
    - The growing housing crisis throughout the region is taxing city, county, and housing authority staff, as they work to implement new programs and policy changes to address housing needs.
- Affordable rental options in the region are increasingly limited.
    - State law prohibits Source of Income from being included as a protected class, limiting options for voucher holders.
    - However, it should be noted that more rural areas of Williamson County are more affordable, with rents lower than what HUD is able to pay.
- Stricter rental policies further limit options.
    - "3x income requirements" for rental units have a discriminatory effect on persons with disabilities whose income is primarily Social Security and Disability Insurance (SSDI), as well as renters who receive income from "unearned" sources such as child support.
    - Onerous criminal look-back periods that do not take into account severity of a crime or time period in which it is was committed disproportionately impact persons of color and persons in recovery.
    - State law that prohibits cities and counties from including Source of Income as a protected class prevents units of local government from allowing renters to claim legal unearned income as eligible for the 3x income threshold.
- Disparities in the ability to access homeownership.
    - Mortgage loan denial rates for Black/African American applicants (24%), Hispanic applicants (20%) and other non-Asian minorities (17%) are significantly higher than for non-Hispanic white applicants (11%) and Asian applicants (11%).
- State regulations and zoning and land use limit housing choice.
    - State regulations prohibit or limit the power of local governments to implement zoning (counties) and inclusionary zoning (cities and counties) that could increase

the supply of affordable housing, benefitting the protected classes that have disproportionate housing needs.

- Educational inequities persist in the region.
    - In the region, African American children are significantly overrepresented in failing high schools, and Hispanic children have largest disparities in school quality across K-12 schools. School district boundaries that are neighborhood-driven and do not truly accommodate open choice drive up housing prices in quality school neighborhoods.
- Public transportation access has not kept up with growth.
    - In addition to lack of affordable housing, lack of public transportation was the most common barrier to economic opportunity mentioned by residents in the outreach conducted for the AI. Lack of resources in outlying areas to address demand for better transportation is a contributing factor, as is the decline in affordable options in areas of the region where jobs are clustered.

Additionally, Williamson County was noted to have a lack of nearby job opportunities at the time. However, this may be turning around with the county attracting new employers, such as Samsung and Apple.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

In determining priorities for the allocation of federal funds, the County has recognized the need to foster a competitive local economy that expands economic opportunities for residents. This section describes the local workforce, the nature of current employment and related activities.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	1,629	1,102	1	1	0
Arts, Entertainment, Accommodations	19,126	10,176	12	14	2
Construction	12,086	9,228	8	13	5
Education and Health Care Services	23,015	12,805	15	17	3
Finance, Insurance, and Real Estate	11,268	4,524	7	6	-1
Information	4,961	941	3	1	-2
Manufacturing	13,303	5,652	9	8	-1
Other Services	6,013	3,557	4	5	1
Professional, Scientific, Management Services	19,768	5,746	13	8	-5
Public Administration	0	0	0	0	0
Retail Trade	19,715	11,874	13	16	3
Transportation and Warehousing	3,602	1,272	2	2	-1
Wholesale Trade	10,571	2,233	7	3	-4
Total	145,057	69,110	--	--	--

Table 39 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	339,813
Civilian Employed Population 16 years and over	325,008
Unemployment Rate	4.4%
Unemployment Rate for Ages 16-24	6.6%
Unemployment Rate for Ages 25-65	2.6%

Table 40 - Labor Force

Data Source: 2018-2022 ACS

Occupations by Sector	Number of People
Management, business and financial	68,432
Farming, fisheries and forestry occupations	432
Service	41,629
Sales and office	71,340
Construction, extraction, maintenance and repair	20,732
Production, transportation and material moving	26,874

Table 41 – Occupations by Sector

Data Source: 2018-2022 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	148,886	56.1%
30-59 Minutes	96,072	36.2%
60 or More Minutes	19,905	7.5%
Total	264,863	100%

Table 42 - Travel Time

Data Source: 2018-2022 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	7,604	458	4,882
High school graduate (includes equivalency)	31,010	1,589	10,248
Some college or Associate's degree	52,305	2,560	11,934
Bachelor's degree or higher	76,345	2,659	11,847

Table 43 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	**25–34 yrs**	**35–44 yrs**	**45–65 yrs**	**65+ yrs**
Less than 9th grade	274	763	1,627	3,422	2,434
9th to 12th grade, no diploma	3,268	1,706	1,844	3,595	2,281
High school graduate, GED, or alternative	11,102	11,758	11,216	19,910	12,067
Some college, no degree	11,083	13,031	13,216	20,679	12,628
Associate's degree	1,013	4,166	6,059	9,781	3,235
Bachelor's degree	3,036	15,342	19,696	26,870	12,798
Graduate or professional degree	135	5,752	10,474	13,158	8,496

Table 44 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	514,637
High school graduate (includes equivalency)	822,978
Some college or Associate's degree	1,110,405
Bachelor's degree	1,616,292
Graduate or professional degree	1,825,209

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The largest employment sectors in Williamson County are Education and Health Care Services (17% of jobs), Retail Trade (16%), Arts, Entertainment, Accommodations (14%), and Construction (13%). According to the Williamson County Economic Development Partnership, the largest employers in Williamson County are: Dell, Inc (13,000 employees), Sears Teleserv (1,500) and Emerson Process Management (875).

Describe the workforce and infrastructure needs of the business community:

Most Williamson County residents work in Education and Health Care Services; Professional, Scientific, Management Services; Retail Trade; and Arts, Entertainment, Accommodations occupations.

Representatives from cities such as Leander and Liberty Hill are looking at revitalizing their downtowns, including attracting and maintaining small businesses. Improvements to downtown areas will help create job opportunities for low-income residents near and within downtown and increase foot traffic to stimulate the local economy. Infrastructure needs to include widening roads and sidewalks, streetscape improvements, artwork, and parking.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Williamson County is seeing a rise in manufacturing and production facilities from large companies. Examples include Samsung constructing a semiconductor manufacturing facility in Taylor in 2022 and is expected to begin operations in 2024. Additionally, Tesla submitted plans in December 2023 to obtain an industrial building Hutto. This has attracted companies in adjacent sectors, such as Hanwha, a vehicle liners producer that works closely with Tesla, looking to establish a production facility north of Georgetown off of I-35.

While this will help stimulate the local economy, many stakeholders are concerned with the wear and on the roads and water/sewer systems that this growth is expected to bring with it. This is especially a concern for southeastern Williamson County, where Hutto and Taylor are located.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

While the workforce largely outnumbers the number of jobs in Williamson County, the largest sectors are seeing many workers coming from outside of the county. The exceptions are Professional, Scientific, and Management Services occupations.

According to the Business Activity table, the local workforce is able to meet current demand for manufacturing jobs. However, the growth in this industry, many stakeholders felt that there may be a need for job trainings for specific skills.

Nearly 40% of Williamson County residents have a Bachelor’s degree or higher, which is higher than that of Texas as a whole (30.7%). Higher educational attainment rates are associated with lower levels of unemployment. This is supported by the county’s high labor force participation and low unemployment rates relative to the rest of the state.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The East Williamson County Higher Education Center provides citizens of Hutto, Taylor and the surrounding areas access to highly specialized and advanced technical education that can lead to great career opportunities. This is especially important given the number of new industries and

companies coming to the area. Institutions that are a part of this collaboration include Texas State Technical College, Temple College, and Texas A&M Central Texas. Programs focus on engineering and manufacturing, computer and information technology, construction and maintenance and hospitality. These programs address the largest employment sectors in the county along with industries expected to so high growth.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Williamson County is part of the Capital Area Council of Governments' 2020-2025 Comprehensive Economic Development Strategy (CEDS). The CEDS was developed in 2020 to address challenges that the region is facing despite the economic success the area has recently seen. Challenges include overreliance on a few large employment sectors, the lack of affordable housing, stressed transportation infrastructure, a need for small business development in more rural communities, and disparities in education between racial and ethnic groups. For Williamson County, the CEDS notes that while housing prices are rising more slowly than other counties in the region, it is also seeing a large amount of population growth.

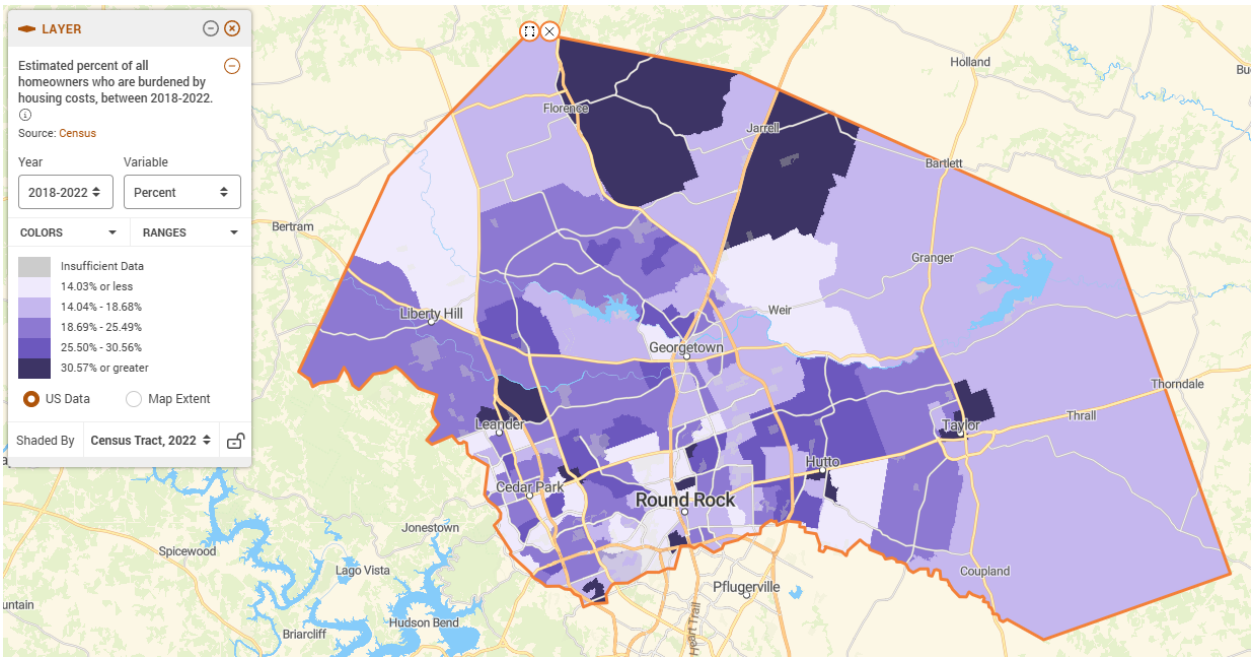
If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The CEDS identifies four themes to emphasize the region's strength and address its economic weaknesses and challenges: workforce development, entrepreneurship and innovation, infrastructure, and resiliency. All of these initiatives may be coordinated with the Consolidated Plan and considered for funding. Williamson County stakeholders have already expressed concern for developing skills for the local workforce and providing assistance for local businesses. Improvements on transportation infrastructure and water and sewer systems have been funded in the past and remain a concern for stakeholders currently.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The primary housing problem in Williamson County is cost burden, with 14.5% of households considered cost burdened. A “concentrated” area for both renters and owners is defined as a census tract in which the percentage of cost burdened households is more than ten percentage points higher than the average. Areas of concentrated cost burden include portions of Leander, Cedar Park, Hutto, Taylor, Florence, and Jarrell. The following map from PolicyMap indicate census tracts in which there are concentrations of cost burden among renters and owners.



Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Excluding Round Rock and Austin, which are their own HUD Entitlements, portions of Leander, Taylor, Cedar Park, and in and around Hutto show relatively high concentrations of Black households. Asian households can be found in Cedar Park, Brushy Creek, and in unincorporated Williamson County between Leander, Georgetown and Round Rock.

Low-income households were concentrated in 35 block groups in Williamson County’s jurisdiction. A concentration of low-income households is defined as a block group where at least 51 percent of the residents are low- and moderate-income persons. The cities of Georgetown and Taylor have a relatively large number of LMI block groups in their jurisdictions.

Block Group	% LMI	Jurisdiction
Block Group 4, Census Tract 214.02	97.5%	Georgetown
Block Group 3, Census Tract 214.02	85.6%	Georgetown
Block Group 2, Census Tract 212.01	79.5%	Taylor
Block Group 1, Census Tract 212.03	78.6%	Unincorporated
Block Group 1, Census Tract 210	78.1%	Taylor
Block Group 1, Census Tract 214.01	74.9%	Georgetown
Block Group 3, Census Tract 205.04	74.8%	Unincorporated
Block Group 1, Census Tract 213	74.0%	Unincorporated
Block Group 2, Census Tract 210	70.0%	Unincorporated
Block Group 2, Census Tract 211	69.2%	Taylor
Block Group 2, Census Tract 204.10	66.4%	Unincorporated
Block Group 1, Census Tract 201.14	66.0%	Georgetown
Block Group 1, Census Tract 202.01	64.5%	Unincorporated
Block Group 3, Census Tract 212.03	64.1%	Taylor
Block Group 1, Census Tract 204.06	62.2%	Unincorporated
Block Group 2, Census Tract 203.25	62.2%	Cedar Park
Block Group 2, Census Tract 213	61.7%	Unincorporated
Block Group 3, Census Tract 201.14	61.7%	Georgetown
Block Group 1, Census Tract 211	61.3%	Taylor
Block Group 2, Census Tract 203.27	60.7%	Cedar Park
Block Group 1, Census Tract 203.21	60.3%	Leander
Block Group 3, Census Tract 203.12	59.4%	Leander
Block Group 1, Census Tract 202.04	58.2%	Unincorporated
Block Group 2, Census Tract 208.08	57.5%	Unincorporated
Block Group 1, Census Tract 216.02	56.9%	Unincorporated
Block Group 2, Census Tract 214.03	56.4%	Georgetown
Block Group 4, Census Tract 214.01	54.6%	Georgetown
Block Group 2, Census Tract 212.03	54.1%	Taylor
Block Group 2, Census Tract 201.14	53.8%	Georgetown
Block Group 1, Census Tract 208.08	53.7%	Unincorporated
Block Group 2, Census Tract 206.04	52.9%	Unincorporated
Block Group 2, Census Tract 209	51.9%	Unincorporated
Block Group 1, Census Tract 214.02	51.8%	Georgetown
Block Group 2, Census Tract 212.02	51.7%	Taylor
Block Group 1, Census Tract 204.08	51.4%	Unincorporated

SUPPLEMENTAL TABLE: Low- and Moderate Income Block Groups in Williamson County, TX; Source: HUD LMISD, 2011-2015

What are the characteristics of the market in these areas/neighborhoods?

The areas that meet the LMI threshold tend to have older housing stock and lower opportunities than other more affluent areas. One significant issue identified during the process is the lack of water resources and poor drainage areas in the County. Many higher poverty areas are less able to leverage resources or attract investments that are necessary to improve the quality of life for residents

Are there any community assets in these areas/neighborhoods?

In low- and moderate-income communities racial, ethnic, and socio-economic diversity could be a source for enhancing quality of life for residents. However, the majority of these communities have limited access to local and regional public transportation.

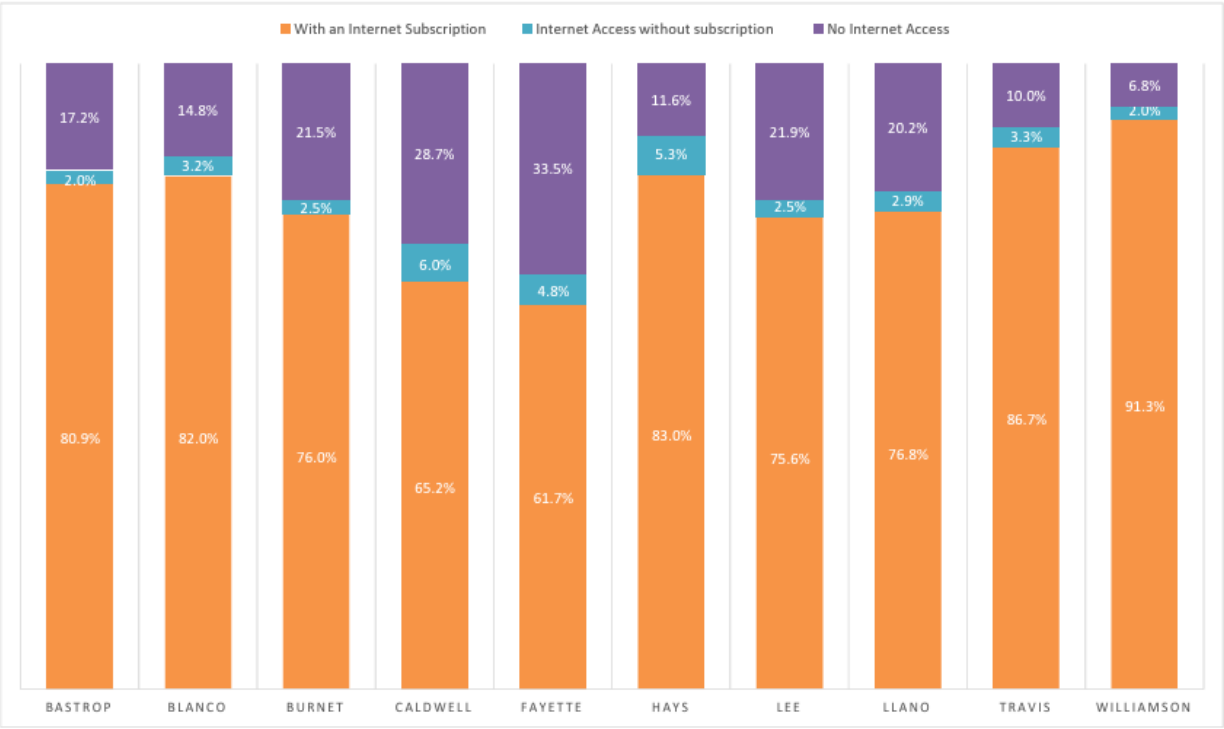
Are there other strategic opportunities in any of these areas?

During this Consolidated Plan period, the County will continue to encourage funding alternatives to increase strategic opportunities in low- and moderate-income areas

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

As part of the CEDS, provision of reliable, high-speed internet is important for the region, especially for more rural areas of the county. Compared the rest of Central Texas, Williamson County residents have the highest access to broadband services. Improving access to high-speed internet will take a joint effort between public and private sectors through collaboration and partnerships.



Source: US Census ACS 5-Year Estimates 2014-2018 via CAPCOG CEDS

According to Williamson County Technology Services, the county is running fiber around the County with CARES Act funding. There may be future opportunities for infrastructure and cost-sharing with broadband providers, but there is not currently an associated broadband plan for a project. A broadband study was considered using CARES Act funding, but ultimately did not come to pass.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Williamson County has access to 16 residential internet providers. The county will continue to support the need for increased competition to ensure that Internet access remains affordable and

accessible to low-income households and have the ability to consider other options if the quality of service is inadequate for their homes.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.
Williams County's Hazard Mitigation Plan was last updated in January 2017. The plan is currently in the process of being updated with a planned completion date of December 2024.

Natural hazard risks associated with climate change that are pertinent to Williamson County include extreme heat, drought, wildfires, and flooding. Drought conditions may result in reliance on groundwater, which may result in changes in rates of subsidence and soil erosion. This is especially important as the county's population continues to grow, as there will be increased competition for available water, more strain on aging water infrastructure, and potential groundwater overdraft.

Based on previous events and historical records, wildfires remain a likely event for Williamson County. With increased risks including extreme heat and drought due to climate change, wildfire events are expected to intensify. Recent wildfire events include the 37-acre Parmer Lane brushfire in Cedar Park that occurred in August 2023.

High frequency flood events are expected to increase with a changing climate. An extreme precipitation event occurred in May 2015 that caused a rise in Lake Granger and Lake Georgetown, but no dam releases occurred. Additionally, while Williamson County is 200 miles inland, there is concern for increased exposure to hurricanes from the Gulf Coast as it relates to climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Individual households are expected to use private resources to some extent to prepare for, respond to, and recover from disasters. This means that households living in poverty are automatically disadvantaged when confronting hazards. Additionally, lower income households are more likely to live in inadequately maintained housing, a concept supported by stakeholders.

With vulnerability to extreme heat and flooding events, low-income household may be financially challenged when it comes to utility and insurance costs related to these events.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

Williamson County anticipates receiving approximately $2,115,309 annually in CDBG, funding over the next five years. The purpose of the Strategic Plan is to guide the use of these funds over the next five years. The plan is guided by three overarching goals that are applied according to the Williamson County's needs. The goals are:

- To provide decent housing by preserving the affordable housing stock in both the rental and homeowner markets, increasing the availability of affordable housing by reducing barriers, and increasing the number of accessible units.
- To improve the quality of life and living conditions for low- and moderate-income persons through improvements in public facilities and infrastructure and the removal of slum/blighting influences.
- To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Williamson County developed this plan using citizen participation and stakeholder input generated by several stakeholder consultations and public meetings.

Based on these items Williamson County established the following list of priorities:

- Access to Affordable Housing
- Improve Public Facilities
- Improve, Maintain and Expand Public Infrastructure
- Provide Public Services

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Area Name	Area Type
CDBG Participating Cities and Unincorporated Areas of the County	Other
Countywide	Other
City of Taylor and Surrounding Area	Other
City of Georgetown	Other
City of Leander and Surrounding Area	Other
City of Granger	Other
City of Liberty Hill	Other
City of Coupland	Other
City of Weir	Other
City of Jarrell	Other
City of Hutto	Other

Table 46 - Geographic Priority Areas

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Not all of the housing and community development needs identified in this plan can be addressed over the next five years due primarily to the limited resources available. The selection of non-housing community development priorities within income-eligible areas reflects the County's desire to create appreciable and lasting living environment improvements. Housing priorities reflect the need to affirmatively further fair housing and to broadening the supply of affordable housing in high opportunity areas.

The system for establishing the priority for the selection of these projects is predicated upon the following criteria:

- Meeting the statutory requirements of the CDBG Programs;
- Meeting the needs of low- and moderate-income residents;
- Focusing on low- and moderate-income areas or neighborhoods;
- Coordination and leveraging of resources;
- Response to expressed needs;
- Sustainability and/or long-term impact; and
- The ability to demonstrate measurable progress and success.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

During the development of the Consolidated Plan, a number of needs were identified including:

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer and drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low-income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

Increase Access to Affordable Housing

- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low-Income Housing Tax Credit (LIHTC) projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

Decrease Homelessness

- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

Public Services

- Fund projects that provide supportive services to low- and moderate-income households as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

Affirmatively Further Fair Housing

- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations

Priority Need Name	INCREASE ACCESS TO AFFORDABLE HOUSING
Priority Level	High
Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Families Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
Geographic Areas Affected	Countywide CDBG Participating Cities and Unincorporated Areas of the County
Associated Goals	Housing rehabilitation Homeownership assistance Affordable rental housing
Description	Provide assistance to homeowners and renters to increase access to affordable housing and to extend the life of existing units.
Basis for Relative Priority	Rents and home values have outpaced income growth in the past five years in Williamson County. High housing costs reduce economic opportunities and access to prosperity
Priority Need Name	DECREASE HOMELESSNESS
Priority Level	High
Population	Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence

Geographic Areas Affected	Countywide CDBG Participating Cities and Unincorporated Areas of the County
Associated Goals	Provide housing/services to the homeless/at risk of homelessness
Description	Provide support for facilities and services that are targeted at those experiencing homelessness and/or at risk of homelessness.
Basis for Relative Priority	Homelessness has been increasing and there is a need to provide shelter and support for persons experiencing homelessness or who are at risk of becoming homeless. This includes persons who are living in cars, doubled up or couch surfing. Support could come in the form of emergency shelters, transitional housing, permanent supportive housing and services related to health and mental health, substance abuse issues, etc.
Priority Need Name	PUBLIC FACILITIES AND INFRASTRUCTURE IMPROVEMENTS
Priority Level	High
Population	Extremely Low Income Low Income Moderate Income Non-housing Community Development
Geographic Areas Affected	Countywide CDBG Participating Cities and Unincorporated Areas of the County
Associated Goals	Improve public infrastructure Improve public facilities
Description	Improvements to public facilities and infrastructure and facilities that deliver public services. Infrastructure improvements include: solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations.
Basis for Relative Priority	There is a need to make improvements, particularly in low- and moderate-income areas in which the local jurisdictions are less able to leverage resources or attract investments that are necessary to improve the quality of life. Additionally, areas expecting large growth are looking to maintain their transportation and water infrastructure from increased strain. This includes southeastern Williamson County, where many large companies are constructing large manufacturing facilities.
Priority Need Name	PUBLIC SERVICES
Priority Level	High

Population	Extremely Low Income Low Income Moderate Income Elderly Frail Elderly Persons with mental, physical and developmental disabilities Victims of domestic violence Persons with HIV/AIDS and their Families Homeless (including chronic, individuals, families with children, mentally ill, substance abuse, veterans, persons with HIV/AIDS, victims of domestic violence and unaccompanied youth) Families with children Non-housing Community Development
Geographic Areas Affected	Countywide CDBG Participating Cities and Unincorporated Areas of the County
Associated Goals	Provide public services
Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training.
Basis for Relative Priority	A variety of public services are needed including services for seniors, youth and children, those needing mental health services, health services, services for persons with disabilities, services for victims of domestic violence and non-homeless special needs. Mental health services and life skills training were mentioned by stakeholders as ways to ensure vulnerable populations can maintain their housing. Training programs to ensure the workforce meets future demand and economic development assistance to maintain local businesses are also considered with the creation of a large number of jobs in the county expected in the next five years.
Priority Need Name	PLANNING AND ADMINISTRATION and FAIR HOUSING
Priority Level	High

Population	Extremely Low Income Low Income Moderate Income Families with Children Elderly Families Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
Geographic Areas Affected	Countywide CDBG Participating Cities and Unincorporated Areas of the County
Associated Goals	Planning and administration Fair Housing Activities
Description	Administrative and planning costs to operate the CDBG program successfully and fair housing education and outreach.
Basis for Relative Priority	Effective and efficient implementation of CDBG funding requires adequate resources for program planning and administration. Resources are needed to conduct fair housing education and outreach, especially given the negative public perception and connotation that appears to be common throughout the county.

Table 47 – Priority Needs Summary

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	As subsidized units, including LIHTC units about to expire, lack of affordable housing and rents has increased, the need for TBRA has increased. There is a high level of cost burden among low- and moderate-income households and there is a waiting list for public and subsidized housing.
TBRA for Non-Homeless Special Needs	There is a high level of cost burden among low- and moderate-income households, including non-homeless special needs populations; waiting lists at public housing and subsidized housing.
New Unit Production	Williamson County's housing inventory is dominated by three- and four-bedroom units. While these are suitable for larger families, smaller households may have trouble finding housing that fits within their budget. Elderly persons living alone and on fixed income were mentioned by stakeholders as a vulnerable group facing this issue.
Rehabilitation	While there are not many housing units in Williamson County that meet the definition of substandard housing, lower-income households may not be able to afford maintaining their homes to make necessary upgrades to keep housing up to code.
Acquisition, including preservation	As subsidized units reach the end of the period of affordability, there is a need to preserve these units as there is a high level of cost burden among low- and moderate-income households.

Table 48 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

Currently, Williamson County receives CDBG funds for housing rehabilitation initiatives, public services, economic development, and other eligible activities. These funding sources are expected to be available over the next five years.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$2,115,309	$0	$0	$2,115,309	$8,461,236	The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year.

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Nonprofit organizations funded have additional financial capacity through foundations and fundraising campaigns. Federal funds provide these organizations with the opportunity to expand their services to benefit more low- and moderate-income persons.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

As during previous planning periods, Williamson County will continue to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. Several of these programs will be carried out through oversight by the Williamson County CDBG Coordinator and work will be conducted through the issuance of sub-recipient agreements.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Williamson County Housing and Urban Development	Government	Economic Development, Homelessness, Non-homeless special needs, Ownership, Planning, Neighborhood improvements, Public facilities, Public infrastructure, Public services	Williamson County

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System
Availability of services targeted to homeless persons and persons with HIV and mainstream services

Williamson County has a capable housing and community development delivery system. While the primary responsibility for the administration of CDBG Program lies with the County, several public agencies, for profit entities, and non-profit organizations all assist with providing housing, community development, homeless, and other public services throughout Williamson County.

The County has a supportive network of agencies providing essential services to low- and moderate- income residents though there is a gap in the institutional delivery system among nonprofits and local agencies. The County's CDBG program staff capacity is limited; Williamson County has one staff person directly assigned to the CDBG program who is responsible for the implementation, management and administration of the program for the entire county.

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy		X	X
Legal Assistance		X	X
Mortgage Assistance		X	X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation			
Other			
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There is currently an array of services directed towards the needs of persons living with HIV/AIDS. Since there is a longstanding approach to HIV/AIDS from a medical perspective, services for these clients become medically driven: case management, primary care, pharmacology, treatment, and mental health. In addition, there is also specialized case management and complex and abundant homeless services tied to medical services for those living with HIV/AIDS. Three Williamson County and Cities Health District (WCCHD) clinics have the capacity to provide health and prevention services for risks related to HIV/AIDS in Cedar Park, Georgetown, Round Rock, and Taylor. Additionally, the Williamson County Community Action Clinic, located in Georgetown, provides housing assistance for low-income persons with HIV/AIDS and their families through HUD's Housing Opportunities for People with AIDS (HOPWA) Program.

Many local homeless service providers, such as Hope Alliance and Bluebonnet Trails Community Services, provide nearly all the listed homeless prevention and supportive services to their clients and the general community. This helps ensure that clients are able to overcome initial barriers to finding housing and needed services and maintain independent living.

Williamson County is not a Continuum of Care designee, but the Balance of State Continuum of Care (BoS CoC) serves residents of Williamson County. One of the primary BoS CoC goals is to ensure that homeless persons are linked to mainstream resources as the individuals are working toward housing stability. Programs funded by BoS CoC are successful in assisting homeless individuals and families in navigating public benefits systems such as Social Security.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Many stakeholders expressed a need to collaborate and pull resources together to provide services more efficiently. With the establishment of the WilCo Homeless Coalition in 2019 and continuation of activities such as the Point-in-Time Count, it is evident that many homeless service providers are expecting to continue this collaborative network to ensure efficient service delivery. However, stakeholders also cited negative perception of homeless shelters as a barrier to expanding their services. Collaboration and education to raise awareness with local city governments would help improve service delivery at a more targeted, local scale.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The County will utilize its network of public sector, private sector, and non-profit organizations to implement the strategic plan. Over the next five years, the County expects to overcome gaps in the institutional structure and delivery system by:

- Monitoring to identify program inefficiencies, improve program performance, and ensure regulatory compliance.
- Encouraging collaboration among agencies to eliminate duplicative services and better serve residents, especially low- and moderate-income households and special needs populations.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2024	2028	Affordable Housing	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Increase Access to Affordable Housing	$1,450,000	Homeowner Housing Rehabilitated: 175 housing units (35 annually)
2	Home-ownership Assistance	2024	2028	Affordable Housing	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Increase Access to Affordable Housing		
3	Affordable Rental Housing	2024	2028	Affordable Housing	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Increase Access to Affordable Housing	$100,000	Public Services activities for Low/Moderate Income Housing Benefit: 250 households (50 annually)
4	Provide housing/services to the homeless/at risk of homelessness	2024	2028	Non-Housing Community Development	Countywide	Decrease Homelessness	$125,000	Homeless Person Overnight Shelter: 250 persons

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Improve public facilities and infrastructure	2024	2028	Non-Housing Community Development	Countywide CDBG Participating Cities and Unincorporated Areas of the County	Public Facility and Infrastructure Improvements	$7,413,290	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 90,000 persons Public Facility or Infrastructure for Low/Moderate Income Housing Benefit: 390 households
6	Provide public services	2024	2028	Non-Housing Community Development	Countywide	Public Services	$650,000	Public Service activities other than Low/Moderate Income Housing Benefit: 950 persons
7	Planning and Administration and Fair Housing Activties	2024	2028	Admin and Planning	Countywide	Planning and Administration and Fair Housing	$838,255	Other: 5 Other

Table 52 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.
2	Goal Name	Homeownership Assistance
	Goal Description	Purchase and develop 3 to 4 lots to build permanent affordable housing for low income families. Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low-Income Housing Tax Credit Projects.

3	Goal Name	Affordable Rental Housing
	Goal Description	Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low-Income Housing Tax Credit Projects.
4	Goal Name	Provide housing/services to the homeless/at risk of homelessness
	Goal Description	Provide funds to support shelter operations and transitional housing. Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, veterans, disaster victims, families with children, unaccompanied youth, drug offenders, and formerly incarcerated persons. Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.
5	Goal Name	Improve public infrastructure and facilities
	Goal Description	Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, street improvements, and solid waste disposal projects. Public facility improvements that benefit low-income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.
6	Goal Name	Provide public services
	Goal Description	Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children, childcare services, health and mental health services, transportation, non-homeless special needs and employment training.
7	Goal Name	Planning and Administration and Fair Housing Activities
	Goal Description	Planning and administrative activities to efficiently and successfully manage the CDBG program. Education and outreach to the public, real estate professionals, landlords, and property managers regarding fair housing laws and activities related to the Analysis of Impediments to Fair Housing Choice and other plans and documents.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Williamson County does not receive HOME funds.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The three housing authorities meet their Section 504 requirements.

Activities to Increase Resident Involvements

Refer to NA-35 for a description of activities offered by the four housing authorities to increase resident involvement and quality of life.

Is the public housing agency designated as troubled under 24 CFR part 902?

None of Williamson County's Public Housing Agencies are designated as troubled.

Plan to remove the 'troubled' designation

Not applicable.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The Central Texas Assessment of Fair Housing was finalized in August 2019. Barriers identified in the assessment include:

- County capacity to address fair housing issues is limited.
    - The growing housing crisis throughout the region is taxing city, county, and housing authority staff, as they work to implement new programs and policy changes to address housing needs.
- Affordable rental options in the region are increasingly limited and rents have significantly increased over the last five years.
    - State law prohibits Source of Income from being included as a protect class, limiting options for voucher holders.
- Stricter rental policies further limit options.
    - "3x income requirements" for rental units have a discriminatory effect on persons with disabilities whose income is primarily Social Security and Disability Insurance (SSDI), as well as renters who receive income from "unearned" sources such as child support.
    - Onerous criminal look-back periods that do not take into account severity of a crime or time period in which it is was committed disproportionately impact persons of color and persons in recovery.
    - State law that prohibits cities and counties from including Source of Income as a protected class prevents units of local government from allowing renters to claim legal unearned income as eligible for the 3x income threshold.
- Disparities in the ability to access homeownership.
    - Mortgage loan denial rates for Black/African American applicants (24%), Hispanic applicants (20%) and other non-Asian minorities (17%) are significantly higher than for non-Hispanic white applicants (11%) and Asian applicants (11%).
    - Increases in mortgage rates over the last 2 years has made homeownership more difficult.
- State regulations and zoning and land use limit housing choice.
    - State regulations prohibit or limit the power of local governments to implement zoning (counties) and inclusionary zoning (cities and counties) that could increase the supply of affordable housing, benefitting the protected classes that have disproportionate housing needs.
- Educational inequities persist in the region.
    - In the region, African American children are significantly overrepresented in failing high schools, and Hispanic children have largest disparities in school quality across K-12 schools. School district boundaries that are neighborhood-

driven and do not truly accommodate open choice drive up housing prices in quality school neighborhoods.

- Public transportation access has not kept up with growth.
    - In addition to lack of affordable housing, lack of public transportation was the most common barrier to economic opportunity mentioned by residents in the outreach conducted for the AI. Lack of resources in outlying areas to address demand for better transportation is a contributing factor, as is the decline in affordable options in areas of the region where jobs are clustered.

Additionally, Williamson County was noted to have a lack of nearby job opportunities at the time. However, this may be turning around with the county attracting new employers, such as Samsung.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The County's current AI outlines several proposed action items to address the identified barriers. Some proposed action items apply to all 10 jurisdictions that participated in the joint AI and some items are for smaller sub-regions that include Williamson County.

Action items that are specific to Williamson County include:

- Nurture and drive job growth, commercial and retail development, and supportive services to quickly developing micro-economies in more affordable suburban areas. Engage employers in discussions about affordable housing needs to build the potential for public-private partnerships
- Further a regional transportation vision, focusing on efficient commutes and reducing traffic in and out of Austin. Affirm that "accessible" transportation is more than ADA compliant buses and stops: The type of accessibility needed is the ability for people with health issues to not have to walk/roll too far to a stop, to have shade and benches where wait times typically exceed a certain threshold, and the first and last mile connections from each stop to destinations are ADA compliant.
- Commit to fostering a culture of inclusion for residents with disabilities, including ensuring that equity initiatives include residents with disabilities, reviewing websites and other communications for ease of finding information pertinent to residents with disabilities, increasing resources at jurisdiction festivals and events (i.e., accessible parking spaces, shuttles, other accommodations), and other efforts to signal that people with disabilities are a valued part of the community. Consider adding a Disability and Access component into Master/General Plans.

The following action items were included in the AI, but are not feasible for Williamson County to execute:

- Receive clarification from the State that health and safety, accessibility improvements and weatherization do not count as improvements that could result in changes to the homeowners' property tax exemptions (School Tax Ceiling).
- Actively market the availability of the homestead exemption and property tax deferral option through social service and advocacy organizations, community and senior centers, and social media to increase awareness of the exemption
- Require developers who benefit from public funding and development incentives to adopt reasonable policies on tenant criminal history and accept legal unearned income in consideration of the ability to pay rent
- Fund tenant fair housing outreach and education and programs to build renters' rights knowledge, with a focus on reaching vulnerable residents including persons with disabilities and refugees

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County supports the efforts of the Balance of State Continuum of Care (BoS CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The BoS CoC will work to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system.

Addressing the emergency and transitional housing needs of homeless persons

Williamson County is not a direct recipient of Emergency Solutions Grant funds. The County will, however, continue to partner with the BoS CoC to support emergency and transitional housing needs of persons experiencing homelessness. The county will also continue to support local homeless service providers providing emergency shelter, such as Hope Alliance, which is expecting to expand their capacity in the near future in terms of both beds and services.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The BoS COC works to ensure that homeless individuals make the transition to permanent housing and independent living is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. The Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. During this Consolidated Plan period, Williamson County will continue to support local organizations to assist homeless person with transitional and permanent housing. Local organizations helping homeless persons transition to permanent housing and independent living include Texas Baptist Children's Home, which focuses on providing housing and supportive services for single mothers and their children and children aging out of the foster care system.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being

discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Williamson County is not a direct recipient of Emergency Solutions Grant funds; the County will continue to partner with the BoS CoC to support efforts made to implement local coordinated discharge policies for individuals or families who are being discharged from a publicly funded institution. Recent efforts include continued support for the county's Transformative Justice Program and support for local organizations that provide mental health and justice involved services, such as Bluebonnet Trails Community Services.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

How are the actions listed above related to the extent of lead poisoning and hazards?

As reported in MA-20, Williamson County has a relatively lower exposure to LBP hazards compared to the state due to its newer housing stock. Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead-based paint (LBP) hazards. Additionally, housing rehabilitation efforts for rental households will help alleviate exposure to LBP hazards as more than half of all renter households with children live in housing units built before 1980.

How are the actions listed above integrated into housing policies and procedures?

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

According to the 2018-2022 ACS, 6.3% of the Williamson County is living below the poverty line; this is down from 7.0% in the 2017 ACS. Williamson County will continue to work with service providers to obtain resources and further create new partnerships to foster the development of affordable housing to reduce cost burden among poverty-level families.

The County will continue to ensure compliance with Section 3 requirements which requires to the greatest extent possible contractors on projects utilizing CDBG funds provide job training, employment and contract opportunities to low- and very low-income residents. All contractors are will be required to sign Section 3 Plans and report to the County all Section 3 new hires

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Under the CDBG Program, the County conducts on-site monitoring of sub-recipients including municipalities and public service agencies. The County's CDBG Office has developed standards and procedures for ensuring recipients of CDBG funds are in compliance with HUD regulations and that the funds are disbursed in a timely manner.

The County identifies sub-recipients for monitoring by reviewing each project's progress and makes note of any concerns regarding implementation. The staff also ensures that the sub-recipients maintain copies of all required documentation and reviews the financial reports. Monitoring results are forwarded to the sub-recipient who must address concerns in a timely manner. The County also provides technical assistance during the monitoring to ensure compliance of regulations by sub-recipients.

Minority Outreach

The County will continue to actively encourage participation by minority and women-owned businesses and organizations in procurement, bid solicitations, requests for proposals and sub-recipient contracts.

Performance Measures

In accordance with HUD's Community Planning and Development Notice 03-09, the County has developed the following Performance Measurement System designed to measure both the productivity and impact of the CDBG Program:

The County has adopted HUD's recommended outcome performance measurements system. One of the following statutory goals will be selected for each activity:

- Creating suitable living environments
- Providing decent housing
- Creating economic opportunities

Once the goal is selected, a program outcome (the expected result of the objective the grantee seeks to achieve) is then identified. One of the following outcomes will be selected for each activity:

- Availability/Accessibility
- Affordability
- Sustainability

The County will prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that will include a review process to determine whether the specific objectives are being met.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG Program	Public-federal	CDBG Eligible activities including public services, housing-related activities, public facilities and infrastructure	$2,115,309	0	0	$2,115,309	$8,461,236	The expected amount for the remainder of the ConPlan is four times the first year allocation.
ESG	Public-federal	Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	$162,125	0	0	$162,125	$648,500	Funds for homeless services potentially including Centralized Intake, transitional housing/ Rapid Rehousing, emergency shelters, and in-house supportive services.

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The nonprofit organizations funded have additional financial capacity through foundations and fundraising campaigns. Federal funds provide these organizations with the opportunity to expand their services to benefit more low- and moderate-income persons.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing rehabilitation	2024	2028	Affordable Housing Public Housing	CDBG Participating Cities and Unincorporated Areas of the County	Increase access to affordable housing	CDBG: $290,000	Homeowner Housing Rehabilitated: 37 housing units
2	Homeownership assistance	2024	2028	Affordable Housing	CDBG Participating Cities and Unincorporated Areas of the County	Increase access to affordable housing		
3	Provide housing/services to the homeless/at risk of homelessness	2024	2028	Non-Housing Community Development	Countywide	Decrease homelessness	CDBG: $20,000 ESG: $162,125	Homeless Person Overnight Shelter: 50 persons Tenant-based rental assistance/Rapid Rehousing: 75 households
4	Affordable rental housing	2024	2028	Affordable Housing Public Housing	CDBG Participating Cities and Unincorporated Areas of the County City of Georgetown City of Granger	Increase access to affordable housing	CDBG: $25,000	Public Services activities for Low/Moderate Income Housing Benefit: 50 households
5	Improve public facilities and infrastructure	2024	2028	Non-Housing Community Development	CDBG Participating Cities and Unincorporated Areas of the County	Public facility and infrastructure improvements	CDBG: $1,482,658	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 18350 persons Public Facility or Infrastructure for Low/Moderate Income Housing Benefit: 78 households

6	Provide public services	2024	2028	Non-Homeless Special Needs	Countywide	Public services	CDBG: $130,000	Public Service activities other than Low/Moderate Income Housing Benefit: 190 persons
7	Planning and administration	2024	2028	Other	CDBG Participating Cities and Unincorporated Areas of the County	Planning and Administration and Fair Housing	CDBG $167,651	Other: 1 Other

Table 54 – Goals Summary

Goal Descriptions

1	Housing rehabilitation
Provide assistance to homeowners for rehabilitation of existing structures to improve and maintain the quality of the affordable housing stock. Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.	
2	Homeownership assistance
Purchase and develop 3 to 4 lots to build permanent affordable housing for low income families. Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low-Income Housing Tax Credit Projects.	
3	Affordable rental housing
Provide financial assistance to LMI households to increase access to affordable housing. Fund activities that expand the supply and improve the condition of housing affordable to lower income households. Fund activities that leverage other public and private resources such as Low-Income Housing Tax Credit Projects.	
4	Provide housing/services to the homeless/at risk of homelessness
Provide support for facilities and services that are targeted at those experiencing homelessness and/or are unstably housed. Provide funds to support shelter operations and transitional housing. Acquisition, construction, or rehabilitation of temporary shelters and transitional housing for the homeless, including victims of domestic violence, veterans, disaster victims, families with children, unaccompanied youth, drug offenders, and formerly incarcerated persons. Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.	
5	Improve public infrastructure
Improvements to public facilities and infrastructure and facilities that deliver public services. Infrastructure improvements include: solid waste disposal, flood drains, water/sewer, streets, sidewalks, neighborhood facilities, and parks and recreational facilities. Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, street improvements, and solid waste disposal projects.	

6	Improve public facilities and infrastructure
Improvements to public facilities and infrastructure and facilities that deliver public services. Public facilities include those that serve youth/children, abused and neglected children, seniors, persons with disabilities and other vulnerable populations. Fund public facility improvements that benefit low-income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.	
7	Provide public services
Delivery of public services for seniors, persons with disabilities, youth, victims of domestic violence, abused and neglected children as well as childcare services, health and mental health services, transportation, non-homeless special needs and employment training.	
8	Fair housing activities
Education and outreach to the public, real estate professionals, landlords, and property managers regarding fair housing laws and activities related to the Analysis of Impediments to Fair Housing Choice and other plans and documents.	
9	Planning and administration
Administrative and planning costs to operate the CDBG program successfully.	

Projects

AP-35 Projects – 91.220(d)

Introduction

Projects

#	Project Name
1	City of Georgetown Home Repair Program
2	Georgetown Housing Authority Rehab Project
3	City of Georgetown Sidewalk Project
4	Granger Housing Authority Plumbing
5	City of Granger Wastewater
6	Habitat for Humanity of Williamson County Home Repair Program
7	Hill Country Community Ministries/Social Service Rental and Utility Assistance
8	Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence
9	Impact Counseling Services/Social Service
10	Operation Liberty Hill/ Social Service Homeless Emergency Shelter
11	City of Taylor Water Line Improvements
12	Yesterday's Gone/Social Service to Victims of Domestic Violence
13	CDBG Program Administration
14	ESG 2024

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

There is a need for public services for Williamson County's most vulnerable populations and the need far exceeds the availability of resources. Funding was allocated based on where there is highest demand for services, recognizing that there are other areas within the County in which there is a need for services. Additionally, stakeholder sessions highlighted the need for improved infrastructure and public facilities; funding was allocated to these priorities. Organizations receiving funding have strong internal structure and capacity and will effectively utilize CDBG funds to meet the needs of the communities' residents.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**City of Georgetown Home Repair Program**
	Target Area	City of Georgetown
	Goals Supported	Increase Access to Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $50,000
	Description	Home repairs for income-eligible housholds in Georgetown.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 7 households
	Location Description	Georgetown city limits
	Planned Activities	Project will assist approximately 7 eligible households who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
2	**Project Name**	**Georgetown Housing Authority Rehab Project**
	Target Area	City of Georgetown
	Goals Supported	Improve public facilities and infrastructure
	Needs Addressed	Public facilities and Infrastructure Improvements
	Funding	CDBG: $440,158
	Description	Electrical upgrades to Stonehaven, Georgetown Housing Authority's only public housing property.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure for Low/Moderate Income Housing Benefit: 52 households

	Location Description	210 West 18th Street Georgetown, TX 78626
	Planned Activities	Provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Install GFCI's. Replace riser pipes to meter cans. Replacement of Exterior pad-mounted fused distribution panels.
3	**Project Name**	**City of Georgetown Sidewalk Project**
	Target Area	City of Georgetown
	Goals Supported	Increase Access to Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $240,000
	Description	Sidewalk improvemetns.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 1,795 persons
	Location Description	Old Town Southwest area of Georgetown
	Planned Activities	Sidewalk improvements to the Old Town Southwest area. Furnish and install concrete sidewalk consisting of approximately 23,260 linear feet of 5-foot-wide sidewalk measuring 4" thick.
4	**Project Name**	**Granger Housing Authority Plumbing**
	Target Area	City of Granger
	Goals Supported	Improve public facilities and infrastructure
	Needs Addressed	Public facilities and Infrastructure Improvements
	Funding	CDBG: $62,500
	Description	Rehabilitation of public housing units.
	Target Date	9/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure for Low/Moderate Income Housing Benefit: 26 households
	Location Description	City of Granger
	Planned Activities	Rehabilitating and improving the condition of housing affordable to lower-income households through reconfiguring and replacing kitchen sink drains in each of 13 public housing units and bathtub drains in 26 public housing units.
5	**Project Name**	**City of Granger Wastewater**
	Target Area	City of Granger
	Goals Supported	Improve public facilities and infrastructure
	Needs Addressed	Public facilities and Infrastructure Improvements
	Funding	CDBG: $81,000
	Description	Wastewater lines.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 715 persons
	Location Description	City of Granger
	Planned Activities	Surveying, inspection, engineering design, and construction of approximately 1,000 linear feet of wastewater line to identify infiltration and inflow locations.
6	**Project Name**	**Habitat for Humanity of Williamson County Home Repair Program**
	Target Area	CDBG Participating Cities and Unincorporated Areas of the County
	Goals Supported	Increase Access to Affordable Housing
	Needs Addressed	Housing Rehabilitation
	Funding	CDBG: $240,000
	Description	Home repairs within CDBG participating cities or unincorporated Williamson County.
	Target Date	9/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	Homeowner Housing Rehabilitated: 30 households
	Location Description	CDBG Participating Cities and Unincorporated Areas of the County
	Planned Activities	Project will assist approximately 30 eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
7	**Project Name**	**Hill Country Community Ministries/Social Service Rental and Utility Assistance**
	Target Area	CDBG Participating Cities and Unincorporated Areas of the County
	Goals Supported	Affordable rental housing
	Needs Addressed	Increase Access to Affordable Housing
	Funding	CDBG: $25,000
	Description	Rental and utility assistance to income qualified households.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Services activities for Low/Moderate Income Housing Benefit: 50 households
	Location Description	Western Williamson County.
	Planned Activities	Rental and utility assistance to income qualified households.
8	**Project Name**	**Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence**
	Target Area	CDBG Participating Cities and Unincorporated Areas of the County
	Goals Supported	Provide public services
	Needs Addressed	Public Services
	Funding	CDBG: $50,000

	Description	Support and intervention services.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Service activities other than Low/Moderate Income Housing Benefit: 68 persons
	Location Description	Undisclosed
	Planned Activities	Hope Alliance is requesting funds to provide lifesaving support and intervention services in Williamson County. Assistance to victims of family and sexual violence in breaking the cycles of abuse through individualized, trauma-informed, and hope-centered direct services. Services, offered at no cost, include Hotline Assistance, Crisis Chat, Crisis Intervention, Intake, Safety Planning, Court Accompaniment, Hospital Accompaniment, Law Enforcement Accompaniment, Legal Assistance, Peer Support, Adult Counseling, Child Counseling, Family Counseling, Support Groups, Therapeutic Group, Community Education, Expert Witness Testimony, and Nights of Safety, which provide food, clothing, toiletries, and transportation.
9	**Project Name**	**Impact Counseling Services/Social Service**
	Target Area	CDBG Participating Cities and Unincorporated Areas of the County
	Goals Supported	Provide public services
	Needs Addressed	Public Services
	Funding	CDBG: $60,000
	Description	Counseling and social services to students, families, and school staff.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Service activities other than Low/Moderate Income Housing Benefit: 88 persons
	Location Description	CDBG Participating Cities and Unincorporated Areas of the County

	Planned Activities	To provide access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services. This is at no cost to the students, families, and staff.
10	**Project Name**	**Operation Liberty Hill/ Social Service Homeless Emergency Shelter**
	Target Area	CDBG Participating Cities and Unincorporated Areas of the County
	Goals Supported	Provide housing/serivces to the homeless/at-risk of homelessness
	Needs Addressed	Decrease Homelessness
	Funding	CDBG: $20,000
	Description	Temporary housing in the event of extreme weather.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Homeless Person Overnight Shelter: 50 persons
	Location Description	CDBG Participating Cities and Unincorporated Areas of the County
	Planned Activities	Temporarily house in local hotels (1-2 weeks depending on the situation) when the weather is extremely cold or extremely hot; for people living in a place not meant for human habitation; for people coming out of an emergency shelter; for people who need transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters; for people who had been in any of the previous three places but is spending 30 days or less in a hospital or other institution; for people who are being evicted within a week from a private residence and they have nowhere else to go nor the resources or support to get housed; for people who are being discharged from an institution where they resided for more than 30 consecutive days and have nowhere else to go nor the resources or support to get housed; and, people fleeing a domestic violence situation with nowhere else to go nor the resources or support to get housed.

11	**Project Name**	**City of Taylor Water Line Improvements**
	Target Area	City of Taylor
	Goals Supported	Improve public facilities and infrastructure
	Needs Addressed	Public facilities and Infrastructure Improvements
	Funding	CDBG: $659,000
	Description	Water line improvements.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Facility or Infrastructure other than Low/Moderate Income Housing Benefit: 15,840 persons
	Location Description	5th Street and Murphy Street
	Planned Activities	The proposed water line improvements would replace existing undersized, 2-inch water mains, which do not meet current standards. These water mains also break often and require frequent repairs. The new line waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project would improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.
12	**Project Name**	**Yesterday's Gone/Social Service to Victims of Domestic Violence**
	Target Area	CDBG Participating Cities and Unincorporated Areas of the County
	Goals Supported	Provide public services
	Needs Addressed	Public Services
	Funding	CDBG: $20,000
	Description	Services for survivors of domestic violence.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Public Service activities other than Low/Moderate Income Housing Benefit: 34 persons
	Location Description	CDBG Participating Cities and Unincorporated Areas of the County

	Planned Activities	To provide medical and counseling support to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds are requested to provide Williamson County domestic violence victims – women and their children - with intake services, emergency counseling services including transportation to appointments, coaching, and referral coordination.
13	**Project Name**	**CDBG Program Administration**
	Target Area	County-wide
	Goals Supported	Planning and administration
	Needs Addressed	Planning/Administration and Fair Housing
	Funding	CDBG: $167,651
	Description	Program administration.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Other: 1
	Location Description	County-wide
	Planned Activities	Effective and efficient administration and planning activities associated with the CDBG program, fair housing education and outreach.
14	**Project Name**	**ESG 2024**
	Target Area	County-wide
	Goals Supported	Provide housing/services to the homeless/at risk of homelessness
	Needs Addressed	Decrease Homelessness
	Funding	ESG: $162,125
	Description	Assistance to shelters and/or service providers to assist homeless individuals and famliies.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	75 households assisted through Rapid Re-Housing.

	Location Description	County-wide
	Planned Activities	Bluebonnet Trails Community Services (BTCS) will focus on behavioral, medical, housing and employment support along with care coordination through the BTCS Diversion Center in Georgetown connecting persons with appropriate supports in the community. The BTCS crisis respite program offers temporary residential care for persons recovering from mental illness in need of housing. A partnership with Community First! Village in Austin offers permanent housing options and a partnership with Pecan Gardens, the newest program in Williamson County, will provide housing for individuals exiting homelessness.

AP-50 Geographic Distribution – 91.220(f)

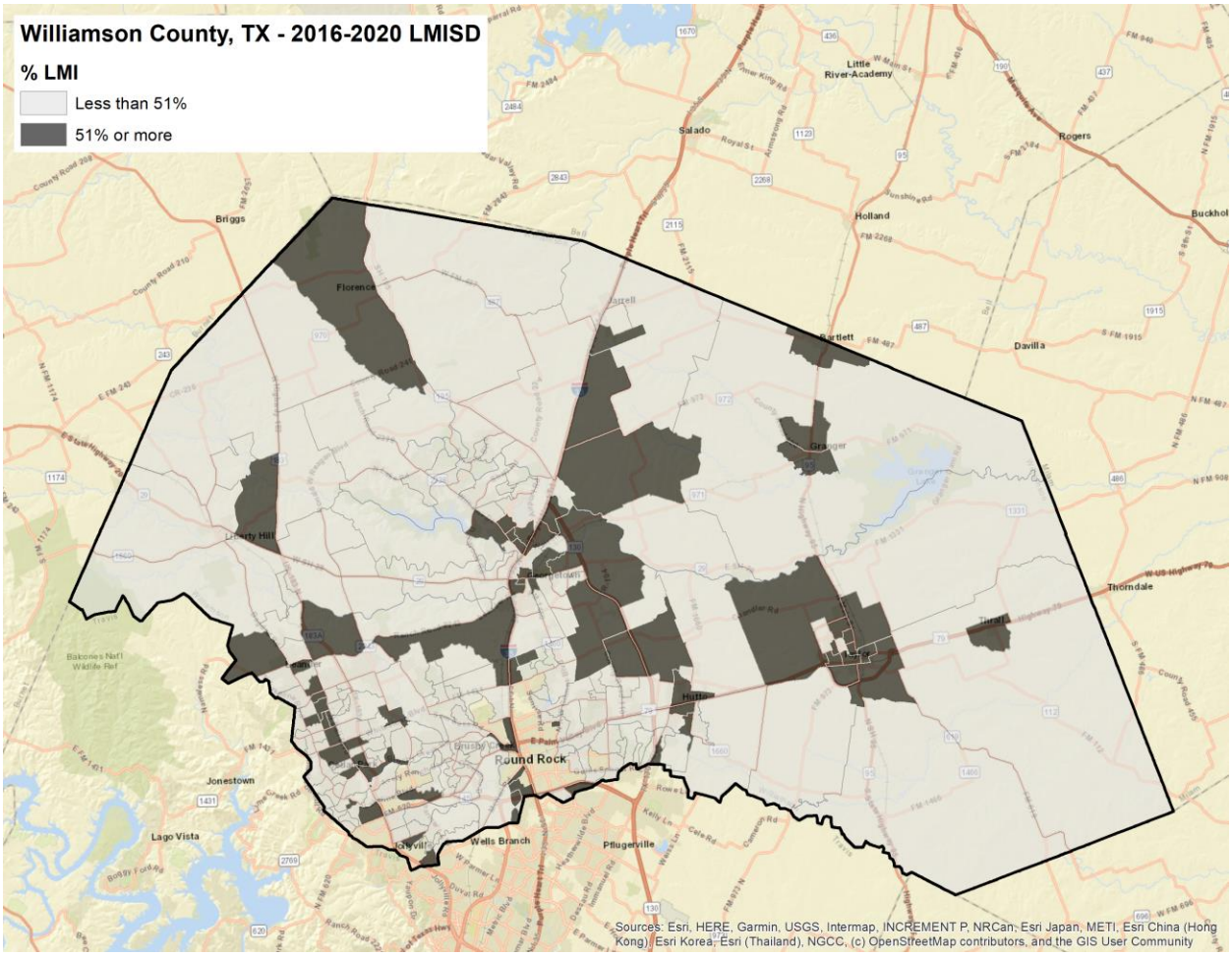
Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Geographic Distribution

Target Area	Percentage of Funds
CDBG Participating Cities and Unincorporated Areas of the County	19.62%
Countywide	7.93%
City of Taylor	31.15%
City of Georgetown	34.52%
City of Granger	6.78%

Table 56 - Geographic Distribution

Priority CDBG funding areas in Williamson County include areas where the percentage of low to moderate income (LMI) persons is 51% or higher. Note that previously, Williamson County was an exception community but no longer has this status as of 2023.



Within Williamson County, 44.1% of the population is considered non-White according to the 2022 American Community Survey. A “concentrated” minority area will be defined as any census tract in which at least 50% of the population is non-White or White Hispanic. The following 42 census tracts meet these criteria:

Census Tract	% Nonwhite
Census Tract 203.11	61.1%
Census Tract 203.21	52.2%
Census Tract 203.33	55.2%
Census Tract 203.39	54.5%
Census Tract 203.41	51.1%
Census Tract 203.42	51.9%
Census Tract 203.45	56.9%
Census Tract 203.46	60.1%
Census Tract 203.55	58.4%
Census Tract 204.08	51.4%
Census Tract 205.07	57.5%
Census Tract 205.08	51.7%
Census Tract 205.11	75.2%
Census Tract 205.12	56.8%
Census Tract 205.13	82.4%
Census Tract 205.16	75.7%
Census Tract 207.01	72.9%
Census Tract 207.04	69.6%
Census Tract 207.07	58.6%
Census Tract 207.10	61.2%
Census Tract 207.12	62.2%
Census Tract 208.10	55.7%
Census Tract 208.11	56.8%
Census Tract 208.12	57.7%
Census Tract 208.17	53.4%
Census Tract 208.18	56.0%
Census Tract 208.20	55.2%
Census Tract 208.21	54.5%
Census Tract 210	83.2%
Census Tract 211	62.0%
Census Tract 214.07	58.9%
Census Tract 215.02	71.6%
Census Tract 215.03	61.6%
Census Tract 215.06	53.6%

Census Tract	% Nonwhite
Census Tract 215.09	63.9%
Census Tract 215.10	55.2%
Census Tract 215.13	59.8%
Census Tract 215.14	56.8%
Census Tract 215.16	55.9%
Census Tract 215.17	53.4%
Census Tract 215.18	64.2%
Census Tract 216.01	55.4%

Rationale for the priorities for allocating investments geographically

Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. The Cities of Taylor, Georgetown, Granger and Leander, four of the County's more populated areas, are home to many LMI persons and households. Investments in these communities have meaningful impact. Additionally, the County will invest in projects that will have a long-term and lasting impact on the community and residents. This method of allocation will enable the County to serve the most disadvantaged residents given the limited funding available.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	87
Special-Needs	
Total	**87**

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	50
The Production of New Units	
Rehab of Existing Units	37
Acquisition of Existing Units	
Total	**87**

Table 58 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing – 91.220(h)

Introduction

As public housing facilities age, investment are needed to maintain and improve the buildings and units to preserve and maintain safe, decent, affordable housing for the County's most vulnerable residents. This section discusses actions taken to address the needs of public housing residents and the units in which they reside.

Actions planned during the next year to address the needs to public housing

During FY 2024, Williamson County will fund several projects to address the needs to public housing. This includes:

- Funding to Georgetown Housing Authority ($440,158) to provide electrical upgrades to bring a public housing property up to code; and
- Funding to Granger Housing Authority ($62,500) to reconfigure and replace kitchen sink drains in each of 13 public housing units and bathtub drains in 26 public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the PHAs in Williamson County are designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The following section outlines Williamson County's goals and actions for the year in ending homelessness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The WilCo Homeless Coalition was established in 2019 to create a collaborative approach to planning and funding services related to homelessness. The coalition represents the county in the Texas Homeless Network, the host agency for the Texas Balance of State Continuum of Care. While outreach is not funded in FY 2024, participating homeless service providers in the coalition will continue to conduct outreach activities, including Point-In-Time counts, awareness campaigns, surveys, and local assessments.

Addressing the emergency shelter and transitional housing needs of homeless persons Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Operation Liberty Hill is expected to provide emergency shelter for a period of 1-2 weeks for 50 people in FY 2024. Use of the emergency shelter includes a number of situations, such as:

- Extreme weather events
- Living in a place not meant for human habitation
- Exit from emergency shelter
- A need transitional or supportive housing
- Discharge from a hospital or other institution without housing
- Eviction
- Fleeing domestic violence

Additionally, Bluebonnet Trails Community Services (BTCS) will provide Rapid Re-Housing through behavioral, medical, housing and employment support along with care coordination through the BTCS Diversion Center in Georgetown connecting persons with appropriate supports in the community. The BTCS crisis respite program offers temporary residential care for persons recovering from mental illness in need of housing. A partnership with Community First! Village in Austin offers permanent housing options and a partnership with Pecan Gardens, the newest program in Williamson County, will provide housing for individuals exiting

homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Stakeholders noted a rise in homelessness among school-age youth and a large need for housing and services for survivors of domestic violence. Impact Counseling Services will provide mental health services at no cost to students, families and school staff during the school day at no cost. Hope Alliance expects to provide a myriad of support and intervention services throughout Williamson County for 68 people at no cost. Similarly, Yesterday's Gone will provide medical and counseling support to 34 survivors of domestic violence throughout the county. Services include intake services, emergency counseling services including transportation to appointments, coaching, and referral coordination.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Habitat for Humanity (Habitat) is the only nonprofit housing developer in Williamson County. Habitat must look for low-cost land as high taxes and insurance make much of the land cost prohibitive. Even with Homestead caps, valuations are increasing and hurting mortgage affordability while low-cost land is increasingly difficult to find. These issues have only been exacerbated since the COVID-19 pandemic occurred. It is a priority of Williamson County to acquire land for affordable housing. Stakeholders discussed that public perception of affordable housing and political will are major barriers in developing affordable housing in addition to development costs.

As stated in the 2019 Analysis of Impediments to Fair Housing Choice, "the State of Texas grants authority to municipalities to create zone districts and regulate land development in those zone districts. This includes setbacks, lot coverage, building height, and density. However zoning powers are not granted to counties, with a few exceptions for specific listed areas of counties in specific areas of the state." As such, Williamson County has limited power to guide development but will continue to encourage inclusive ordinances.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

The primary impediment to Williamson County's ability to meet underserved needs is limited availability of funding to address identified priorities; the need exceeds the availability of resources. The County will continue to seek public and private resources to leverage its entitlement funds in assisting with implementation of policies and programs.

Actions planned to foster and maintain affordable housing

Williamson County is committed to fostering and maintaining affordable housing. In FY 2024, Williamson County has committed CDBG funds for home repairs to Habitat for Humanity to assist 7 income-eligible homeowners in Georgetown ($50,000) and 30 in the rest of the county ($240,000). Additionally, rehabilitation and improvements will be made in public housing units in Georgetown ($440,158) and Granger ($62,500). Financial assistance for rent and utilities ($25,000 for 50 households) will also be funded in FY 2024.

Actions planned to reduce lead-based paint hazards

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

Actions planned to reduce the number of poverty-level families

Impact Counseling Services is expected to assist 88 students, families, and school staff in need of mental health services at no cost. Beneficiaries will have access to mental health professionals to support with individual, group, and family counseling services, crisis support, case management,

and psychiatry services.

Actions planned to develop institutional structure
Because Williamson County has relationships with public housing authorities and agencies such as Habitat for Humanity and Hope Alliance, there are opportunities for continued dialogue and support for advancement of institutional structure. Additionally, as a sub-recipient of CDBG funds, the receiving entities must maintain a high level of reporting which requires a strong institutional structure. Williamson County will provide technical assistance as needed to ensure that sub-recipients are in compliance with CDBG regulations.

Actions planned to enhance coordination between public and private housing and social service agencies
Williamson County will continue to support and encourage efforts of the four public housing authorities and agencies such as Habitat for Humanity to collaborate to increase and preserve the number of affordable housing units. Williamson County will also encourage public housing authorities to offer services to residents in financial literacy and planning and to encourage residents to participate in programs designed to increase self-sufficiency.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   As a new ESG HUD Entitlement, Williamson County will work with the Texas Homeless Network, the host agency for the Texas Balance of State Continuum of Care (TX BoS CoC), to ensure that subrecipients that receive funding through the ESG program comply with 24 CFR §576.400.

2. If the Continuum of Care has established a centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   The TX BoS CoC has developed a coordinated entry process in accordance with requirements established by HUD. Each ESG-funded program or project within the Continuum of Care is required to use the assessment system. The county and all subrecipients are members of the Continuum of Care and will ensure the screening, assessment and referral of program participants are consistent with the written standards

adopted.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   As the first year in which Williamson County is accepting ESG funds, sub-awards were determined in consultation with stakeholders and the Williamson County Commissioners Court. Future funding years will consider utilizing a Notice of Funding Availability (NOFA) to seek eligible applicants.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   Williamson County will work to ensure that a homeless individual or formerly homeless individual will participate in the decision-making process regarding any facilities, services, or other assistance that receive funding under ESG. Additionally, several homeless service providers were contacted for input during the planning process.

5. Describe performance standards for evaluating ESG.

   Performance Standards: The performance standards for evaluating ESG activities are as follows:
   a. All activities are funded based on specific expected accomplishments (goals) of the annual number of people to be served.
   b. All accomplishments are reported in HMIS and sub grantees are required to report back to the county on their usage of funds.
   c. The actual accomplishments are measured against the goal to evaluate the effectiveness of the program

SF424s and Certifications

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B-24-UC-48-0502

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Williamson County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000978

* c. UEI: C4BDCBLYNND6

d. Address:

* Street1: 710 Main Street
Street2:
* City: Georgetown
County/Parish:
* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 78626-5703

e. Organizational Unit:

Department Name: Williamson County Judge

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Sally
Middle Name:
* Last Name: Bardwell
Suffix:

Title: Community Development Administrator

Organizational Affiliation:

* Telephone Number: 512-943-3757
Fax Number:

* Email: sbardwell@wilco.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

CPD-24-01

* Title:

Guidance on Submitting Consolidated Plans and Annual Action Plans for FY 2024

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant (CDBG) funds to assist Williamson County with housing and community development activities.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-31 * b. Program/Project: TX-31

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

18. Estimated Funding ($):

* a. Federal	2,115,309.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	2,115,309.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Bill

Middle Name:

* Last Name: Gravell

Suffix:

* Title: Williamson County Judge

* Telephone Number: 512-943-1665 Fax Number:

* Email: bgravell@wilco.org

* Signature of Authorized Representative: * Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: E-24-UC-48-0502

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Williamson County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-6000978

* c. UEI: C4BDCBLYNND6

d. Address:

* Street1: 710 Main Street
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* State: TX: Texas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 78626-5703

e. Organizational Unit:

Department Name: Williamson County Judge

Division Name: Community Development

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Sally
Middle Name:
* Last Name: Bardwell
Suffix:

Title: Community Development Administrator

Organizational Affiliation:

* Telephone Number: 512-943-3757
Fax Number:

* Email: sbardwell@wilco.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.231

CFDA Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

CPD-24-01

* Title:

Guidance on Submitting Consolidated Plans and Annual Action Plans for FY 2024

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

ESG activities for 2024 Annual Action Plan to assist Williamson County with emergency homeless services, facilities, rapid rehousing, and related activities within eligible target areas.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-31 * b. Program/Project: TX-31

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

18. Estimated Funding ($):

* a. Federal	162,125.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	162,125.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Bill

Middle Name:

* Last Name: Gravell

Suffix:

* Title: Williamson County Judge

* Telephone Number: 512-943-1665 Fax Number:

* Email: bgravell@wilco.org

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Williamson County Judge
APPLICANT ORGANIZATION	DATE SUBMITTED
Williamson County	

Commissioners Court - Regular Session **69.**

Meeting Date: 09/10/2024

2024 Order Authorizing Defeasance and Redemption of Outstanding Bonds

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding “Order Authorizing the Defeasance and Redemption of Certain of the County’s Outstanding Unlimited Tax Road Bonds, Series 2015 and Combination Tax and Revenue Certificates of Obligation, Series 2015”

Background

The County budgeted to defease $20 million in outstanding bonds in Fiscal Year 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 Defeasance Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/04/2024 09:04 AM
Form Started By: Julie Kiley		Started On: 09/04/2024 07:38 AM
Final Approval Date: 09/04/2024		

ORDER AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN OF THE COUNTY'S OUTSTANDING

UNLIMITED TAX ROAD BONDS, SERIES 2015
AND
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2015

WHEREAS, Williamson County, Texas (the "County") has duly issued and there is now outstanding the following obligations:

Williamson County, Texas Unlimited Tax Road Bonds, Series 2015 outstanding in the aggregate principal amount of $14,030,000 (the "Series 2015 Bonds"); and

Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015 outstanding in the aggregate principal amount of $11,785,000 (the "Series 2015 Certificates" together with the Series 2015 Bonds, collectively referenced herein as the "Series 2015 Obligations"); and

WHEREAS, the Commissioners Court of the County deems it to be in the best interest of the County to use lawfully available funds to defease and redeem up to $20,000,000 principal amount of the Series 2015 Obligations on the first available redemption date after the giving of notice and compliance with the provisions of the orders authorizing the issuance of the Series 2015 Obligations (the "Defeased Obligations"). The particular maturities and amounts of the Series 2015 Obligations defeased and redeemed may be determined and adjusted as approved by the County Auditor to include interest costs to the redemption date and also based on available funds and final interest rates for escrow securities.

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

Section 1. The County hereby calls for redemption the Defeased Obligations. Attached to this Order as Exhibit "A" and made a part hereof for all purposes, is a draft of the notice of defeasance and redemption for the Defeased Obligations and the County Auditor is authorized to complete the notice. The County Auditor, Bond Counsel and the paying agent for the Defeased Obligations are hereby authorized to take all actions necessary to effectuate the defeasance and redemption of such obligations, including sending all notices of such defeasance and redemption required by the orders authorizing the Defeased Obligations.

Section 2. The County hereby determines and authorizes that lawfully available funds sufficient to defease and redeem all or any portion of the Defeased Obligations shall be deposited with BOKF, NA, as Escrow Agent for such obligations, pursuant to the terms of an Escrow Agreement by and between the County and BOKF, NA (the "Escrow Agreement"). The Escrow Agreement in substantially the form and substance previously approved by the County in connection with the defeasance of outstanding obligations is hereby approved, and the County Auditor is hereby authorized to complete, amend, modify and execute the Escrow Agreement, as necessary. The County hereby determines and authorizes that such funds deposited under the Escrow Agreement shall be used to defease and redeem the Defeased Obligations.

Section 3. The County Auditor is hereby authorized to transfer County funds as authorized herein to defease and redeem the Defeased Obligations.

Section 4. The County Judge and the County Auditor and all other officers, employees and agents of the County, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things, including giving any notices as may be required by the County's continuing disclosure obligations, if any, with respect to the Defeased Obligations and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order or the order authorizing the Defeased Obligations.

Section 5. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

Section 6. This Order shall be in full force and effect immediately upon its passage and approval.

EXHIBIT "A"

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has established an escrow with cash and State and Local Government Series (SLGS) Securities to defease and has called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas, Unlimited Tax Road Bonds Series 2015, maturing on February 15 as further described below (the "Defeased Bonds")

Maturity Date	Principal Amount Outstanding	Principal Amount Defeased	Principal Amount Remaining	Interest Rate	Redemption Date	Original CUSIP*	New CUSIP* Redeemed Portion	New CUSIP* Non-Redeemed Portion
2026	$3,195,000	$2,335,000	$860,000	4.000%	February 15, 2025	969887Z68		
2027	3,325,000	3,325,000	-0-	4.000	February 15, 2025	969887Z76	n/a	n/a
2028	3,480,000	3,480,000	-0-	5.000	February 15, 2025	969887Z84	n/a	n/a
2029	975,000	975,000	-0-	5.000	February 15, 2025	969888BR6	n/a	n/a

* The CUSIP Numbers are provided for the convenience of the holders of the Defeased Bonds. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Bonds shall be redeemed upon presentation at a principal corporate office of BOKF, NA dba Bank of Texas, Dallas, Texas, as paying agent/registrar for the Defeased Bonds, at the addresses set forth below. Interest on the Defeased Bonds shall cease to accrue from and after the Redemption Date.

If by Mail or Overnight Mail:

BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

NOTICE OF DEFEASANCE AND REDEMPTION

NOTICE IS HEREBY GIVEN that Williamson County, Texas (the "County") has established an escrow with cash and State and Local Government Series (SLGS) Securities to defease and has called for redemption the outstanding bonds of the County described below at a price of par plus accrued interest to such date of redemption, to-wit:

Williamson County, Texas Combination Tax and Revenue Certificates of Obligation, Series 2015, maturing on February 15 as further described below (the "Defeased Certificates")

Maturity Date February 15	Principal Amount	Interest Rate	Redemption Date	CUSIP NO.
2026	$ 2,240,000	5.000%	February 15, 2025	969887W61
2027	2,355,000	5.000	February 15, 2025	969887W79
2028	2,475,000	5.000	February 15, 2025	969887W87
2029	2,585,000	4.000	February 15, 2025	969888W95

* The CUSIP Numbers are provided for the convenience of the holders of the Defeased Certificates. The County and the Paying Agent do not warrant the accuracy of the CUSIP Numbers, and neither shall be responsible for any error of any nature relating to CUSIP Numbers.

The Defeased Certificates shall be redeemed upon presentation at a principal corporate office of BOKF, NA dba Bank of Texas, Dallas, Texas, as paying agent/registrar for the Defeased Certificates, at the addresses set forth below. Interest on the Defeased Certificates shall cease to accrue from and after the Redemption Date.

If by Mail or Overnight Mail:

BOKF, NA
Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

Bond Holder Communications:
866.429.7481

In compliance with section 3406 of the Internal Revenue Code of 1986, as amended, payors making certain payments due on debt securities may be obligated to deduct and withhold a portion of such payment from the remittance to any payee who has failed to provide such payor with a valid taxpayer identification number. To avoid the imposition of this withholding tax, such payees should submit a certified taxpayer identification number when surrendering bonds for redemption.

WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **70.**

Meeting Date: 09/10/2024

Policy Exception for New Hire

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Internal Audit Director Position (PCN 0635) budgeted salary is $106,862.08. Bringing in a candidate at 15% above the minimum of the grade places the salary at less than the current market rate for an experienced audit director and will create compression within the office. The request is to bring in a qualified Certified Internal Auditor (CIA) with over 20 years of governmental audit experience and private sector experience at an annual salary of $106,862.08. This would be an additional 9.6% above the 15% and does not exceed the current budget for the position.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:24 PM
Form Started By: Julie Kiley		Started On: 09/05/2024 08:18 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **71.**

Meeting Date: 09/10/2024

Position change for County Auditors Office

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an exception to policy for position changes for the Auditor's Office.

Background

Attached is the spreadsheet for the transfer of salary dollars between positions. All of the transfers are within policy. The only exception is due to the request being past the deadline of February 15th, per policy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024.09.10 Salary Changes County Auditor

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:24 PM
Form Started By: Julie Kiley		Started On: 09/05/2024 08:29 AM
Final Approval Date: 09/05/2024		

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
County Auditor	644	Vacant	N/A	N/A	$76,115.90	$68,915.96	$7,199.94	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0644 and 1749 to PCN 0628	9/13/2024
County Auditor	1749	11632	N/A	N/A	$60,967.39	$57,863.72	$3,103.67	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0644 and 1749 to PCN 0628	9/13/2024
County Auditor	628	Vacant	N/A	N/A	$50,663.79	$60,967.40	N/A	$10,303.61	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0644 and 1749 to PCN 0628	9/13/2024

Commissioners Court - Regular Session **72.**

Meeting Date: 09/10/2024

EPM

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on changes to the Employee Policy Manual for Fiscal Year 2025.

Background

Please see two changes as attached. One is a legal update/clarification and the other more clearly defines a current process.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY25.changes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/03/2024 04:35 PM
Form Started By: Rebecca Clemons		Started On: 09/03/2024 11:11 AM
Final Approval Date: 09/03/2024		

Family Medical Leave Chart

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

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

Basic FMLA

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

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

Entitlement	Qualifying Reasons/Policy

• 12 weeks (480 hours) job-protected leave per rolling calendar year; if eligibility and qualifying reasons are met, including relationship rules.	**Specified family and medical reasons:**
	• Employee's own serious health condition, defined as an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. An FMLA serious health condition generally involves a period of incapacity.
	• To care for employee's spouse, child, or parent who has a serious health condition.
	  • Employees requesting leave to care for an immediate family member with a serious health condition may be required to submit proof of the familial relationship, such as a birth certificate or marriage license.
	  • An affidavit will be required ~~in~~ for cases ~~when~~ in which:
	  ○ ~~an~~ An employee stands "in loco parentis," acting in the role of a parent for a child under the age of 18, or 18 years-old or older and incapable of self-care because of a mental or physical disability~~.~~; or
	  ○ An employee serves as Attorney-in-Fact for an otherwise non-covered family member who is incapable of self-care because of a mental or physical disability.
	• The birth of a child.
	• To care for a newborn child within one year from birth. *
	• The placement of a child with the employee for adoption or foster care within one year of placement. *
	*Employees are not eligible to utilize sick leave without certification of the child having a serious medical condition. See Baby Bonding policy for additional details.

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

Compensation

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

Salary/Position Changes

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

Commissioners Court - Regular Session **73.**

Meeting Date: 09/10/2024

FY'25 Public Service Agreements

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public service funding agreements as per the FY'25 adopted budget approved by the Commissioners' Court on August 27, 2024.

Background

FY'25 funding agreements reflect the amounts within the adopted budget as approved by the Commissioners Court, attached is a contract summary for your reference.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Summary
BBT-TCOOMMI
BBT-MHMR
CAC
CASA
Williamson Museum
WBCO-Senior Nutrition
WBCO-Rent
Hope Alliance
CARTS

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 11:36 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:39 PM
Form Started By: Saira Hernandez		Started On: 08/29/2024 02:48 PM
Final Approval Date: 09/05/2024		

Public Service Funding		
DEPT - OBJ		**FY25 Adopted**
0640-004611	**Williamson-Burnet County Opportunities - Rent**	$ 55,000.00
0640-004612	**Capital Area Rural Transportation System (CARTS)**	$ 10,000.00
0640-004614	**Williamson-Burnet County Opportunities - Senior Nutrition**	$ 55,000.00
0640-004703	**Bluebonnet Trails Community Center_ MHMR**	$ 969,264.00
0640-004708	**Child Advocacy Center**	$ 55,000.00
0640-004720	**Williamson Museum**	$ 257,125.00
0640-004960	**Adult and Juvenile Offender Program Supporting Services under the *Texas Correctional Office on Offender with Medical or Mental Impairments***	$ 25,000.00
0640-004967	**Williamson County Crisis Center (Hope Alliance)**	$ 93,500.00
0409-003900	**Court Appointed Special Advocates (CASA) of Williamson County**	$ 30,000.00

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024, and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender, and the Agent hereby agrees to accept the Funds in the amount of $25,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

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

Q. 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.

R. 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 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.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By:_____

Printed Name: Andrea Richardson

Title: Chief Executive Officer

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664-3289

Attn: Chief Executive Officer

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $969,264 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

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

Q. 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.

R. 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 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.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center

By: _____

Printed Name: Andrea Richardson

Title: Cheif Executive Officer

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664-3289

Attn: Chief Executive Officer

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public crisis care for Williamson County residents experiencing an acute psychiatric crisis. This funding supports admission to a crisis psychiatric bed with the goal of stepping down into a continuum of psychiatric care available in the community addressing long-term needs—or serving an individual in the most appropriate and available level of psychiatric care while awaiting access to another level of psychiatric care. This funding support is for Williamson County residents without an ability to pay for the psychiatric crisis bed.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I

BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV

TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

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H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

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

Q. 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.

R. 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 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.

EXECUTED as of August 22, 2024.

Agency:

Name of Agency:

Williamson County Children's Advocacy Center, Inc.

By: _____

Printed Name: Kerrie Stannell

Title: Chief Executive Officer

Address:

1811 SE Inner Loop
Georgetown, TX 78626

Attn: Kerrie Stannell

Telephone: (512) 943-3710

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS	§	
	§	
	§	KNOW ALL PERSONS BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $30,000.00 for performance of the public purpose described in the attached Exhibit “A”.

ARTICLE VI
COUNTY’S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

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

Q. 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.

R. 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 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.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By: _____

Printed Name: Marissa A. Austin

Title: CEO

Address:
2100 Scenic Drive, Suite 110
Georgetown, TX 78626 Attn: Marissa Austin

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONTRACT
IN THE PUBLIC INTEREST
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE WILLIAMSON MUSEUM
(FY2025)

THIS CONTRACT is entered into by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as ("WILLIAMSON COUNTY"), and THE WILLIAMSON MUSEUM, hereinafter referred to as ("MUSEUM").

W I T N E S S E T H

WHEREAS, WILLIAMSON COUNTY has an interest in supporting historic preservation efforts and promoting community-based expressions of arts and cultural, including but not limited to promoting efforts that serve a public benefit and further economic development;

WHEREAS, MUSEUM has an interest in supporting the provision of community and county-wide historical preservation efforts;

WHEREAS, WILLIAMSON COUNTY believes that it is in the public interest to enter into this CONTRACT with MUSEUM;

NOW, THEREFORE, THE PARTIES agree as follows:

1. Public Purpose and Public Benefit. MUSEUM will operate as an independent contractor in Williamson County, Texas. MUSEUM shall use the funding paid hereunder to perform the services and achieve the broad goals outlined in this CONTRACT.

2. Payment/Inspections & Audits. MUSEUM shall cooperate with inspections and audits that WILLIAMSON COUNTY or the auditor on behalf of WILLIAMSON COUNTY may make to ensure service standards and fiscal responsibility.

In return, WILLIAMSON COUNTY agrees to pay from funding provided by WILLIAMSON COUNTY to MUSEUM the full yearly amount of **$257,125.00 payable after October 1, 2024 and *prior* to the end of FY2025 or September 30, 2025 in the form of equal monthly installments and generally paid each month on WILLIAMSON COUNTY's first check run for accounts payable.**

3. Reimbursement of Funds. Despite the agreed upon method of payment set forth above, MUSEUM agrees to return to WILLIAMSON COUNTY all funds distributed to MUSEUM if (a.) MUSEUM's use of the funds for intended purposes is insufficient; (b.) this CONTRACT is terminated for any reason; (c.) MUSEUM fails in any other respect under this CONTRACT; (d.) MUSEUM changes its operations in such a way that, in WILLIAMSON COUNTY's opinion, the museum no longer serves a public purpose; or (e) MUSEUM conveys, leases or otherwise transfers its interest in the its operations to another entity without the prior written consent of WILLIAMSON COUNTY, which such consent shall not be unreasonably withheld provided the successor entity continues to use the museum a public purpose consistent with the spirit of this CONTRACT. The reimbursement of funds may be prorated based on those portions that were reasonably used for intended purposes.

4. Records. MUSEUM shall keep sufficient records of all of its expenditures in connection with services rendered pursuant to this CONTRACT. MUSEUM agrees that WILLIAMSON COUNTY'S auditors shall have the right to audit such MUSEUM records on an annual basis along with their regular review of records in a manner and form to be agreed upon by WILLIAMSON COUNTY and MUSEUM. MUSEUM further agrees that WILLIAMSON COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of MUSEUM which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MUSEUM expressly agrees that WILLIAMSON COUNTY shall have access during normal working hours to all necessary MUSEUM facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Additionally, WILLIAMSON COUNTY shall give MUSEUM reasonable advance notice of intended audits.

5. Indemnity. MUSEUM shall in no manner incur any expenses or liability on behalf of WILLIAMSON COUNTY.

MUSEUM FURTHER AGREES TO HOLD WILLIAMSON COUNTY HARMLESS FOR ANY AND ALL CLAIMS BY THIRD PARTIES FOR ANY INJURIES, DAMAGES, OR LIABILITY OF ANY KIND ARISING UNDER OR OCCASIONED BY MUSEUM.

6. Compliance with All Laws. MUSEUM and WILLIAMSON COUNTY each agree, in connection with the services or any related items to the subject matter of this CONTRACT, to comply with any and all local, state or federal requirements.

7. Notice. Any notice required to be given under the terms of this CONTRACT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 101
GEORGETOWN, TEXAS 78626

MUSEUM:
THE WILLIAMSON MUSEUM
716 S. AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

GENERAL COUNSEL:
GENERAL COUNSEL
OFFICE OF WILLIAMSON COUNTY JUDGE
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626

8. No Assignment. This CONTRACT may not be assigned.

9. Termination. Notwithstanding the agreed upon term, this CONTRACT may be terminated upon the occurrence of any of the following:

a. the termination of the corporate or business existence of MUSEUM;
b. the insolvency of MUSEUM, the filing of a petition in bankruptcy either by or against MUSEUM, or an assignment by MUSEUM for the benefit of creditors;
c. the breach by MUSEUM of any of the terms of this CONTRACT and the continuation of such breach for a period of ten (10) days after written notice is given by WILLIAMSON COUNTY to MUSEUM of such breach.
d. upon WILLIAMSON COUNTY's sole discretion with or without cause by providing thirty (30) days written notice.

10. Term. The stated term of this CONTRACT shall be until **September 30, 2025**, but with on-going contractual obligations by MUSEUM extending beyond the termination date (and the payment of funds by WILLIAMSON COUNTY)**.**

11. Venue & Applicable Law. Venue of this CONTRACT shall be WILLIAMSON COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

12. Severability. In case any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this CONTRACT and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it

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

14. Proof of Non-Profit Status. MUSEUM has provided proof of status as a 501(c) non-profit corporate entity, which is attached and marked as "Exhibit A" and is incorporated herein as if copied in full. **Exhibit "A".**

EXECUTED to be effective as of the date of the last party's execution below.

FOR WILLIAMSON COUNTY:

_____
Presiding Officer
Williamson County Commissioners Court
Williamson County, Texas

Date: _____ _____, 20____

FOR MUSEUM:

Danelle Houck
Authorized Agent
The Williamson Museum

Date: August 29, 2024

STATE OF TEXAS *
COUNTY OF WILLIAMSON *

This instrument was acknowledged before me on the 29 day of August, 2024, by Danelle Houck, of the Williamson Museum, on behalf of the organization.

REBECCA LYNN PRUITT
Notary Public, State of Texas
Comm. Expires 08-31-2028
Notary ID 132650479

Rebecca Lynn Pruitt
Notary Public, State of Texas

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit “A” (“Services”).

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the “Funding Standards”):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an “Unauthorized Expenditure”), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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.

R. 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 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.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Marco Cruz

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive
Georgetown TX 78626

Attn: Marco Cruz

Telephone: 512 763 1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

FIRST AMENDED
PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later, on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $55,000 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 service source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent

whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Q. 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.

R. 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 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.

EXECUTED as of_____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By:_____

Printed Name: Marco Cruz

Title: Executive Director

Address:
604 High Tech Drive
Georgetown, TX 78626 Attn: _____

Telephone: 512 763 -1400

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's locations within Williamson County, Texas.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement**,** the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $93,500.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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 services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

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

Q. 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.

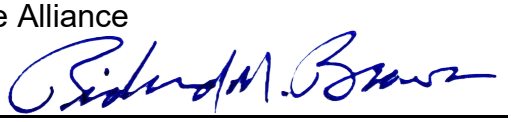
R. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE 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.

EXECUTED as of August 30, 2024.

Agency:

Name of Agency:

Hope Alliance

By: 

Printed Name: Richard M. Brown

Title: CEO

Address: 1011 Gattis School Rd. Ste 110,

Round Rock, Texas 78664

Attn: Lesa Cantrell

Telephone: 512-485-2318

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

PUBLIC SERVICES FUNDING AGREEMENT

THE STATE OF TEXAS §
§
§ KNOW ALL PERSONS BY THESE PRESENTS:
§
COUNTY OF WILLIAMSON §

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2024 and shall terminate one year later on September 30, 2025. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency 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 the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year 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 the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency 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 the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency'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. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency 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. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency 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. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency 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 Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency 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 particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this

Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY 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 THE AGENCY 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. 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.

L. 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.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

O. 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.

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

Q. 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.

R. 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 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.

EXECUTED as of September 4, 2024.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By: David Marsh
by Heather Javecha

Printed Name: David Marsh

Title: General Manager

Address:

5300 Tucker Hill Lane
Cedar Creek, Tx 78612

Attn: Pearl Jackson

Telephone: 512-505-5605

County:

Williamson County, Texas

By: _____

Printed Name:

Title: _____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

Commissioners Court - Regular Session **74.**

Meeting Date: 09/10/2024

Engagement Letter - Bickerstaff (Hornsby)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

engagement letter - bickerstaff (hornsby)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:23 PM
Form Started By: Shannon Francis		Started On: 09/04/2024 05:39 PM
Final Approval Date: 09/05/2024		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County in Cause No. 24-1887-C26, *Ivory Deon Hornsby v. Wiliamson County, et al*. in the 26th District Court of Williamson County, Texas well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

B Rates

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271

Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.

SIGNED BY:

Gunnar P. Seaquist
September 4, 2024

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session **75.**

Meeting Date: 09/10/2024

Notice of Election for November 5, 2024

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 approving the issuance of a Notice of General Election and approving the proposed Election Day Polling Locations for November 5, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Notice of Election

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:31 PM
Form Started By: Bridgette Escobedo		Started On: 09/05/2024 11:44 AM
Final Approval Date: 09/05/2024		

NOTICE OF GENERAL ELECTION

AVISO DE ELECCION GENERAL

To the registered voters of the County of Williamson, Texas:
(A los votantes registrados del Condado de Williamson, Texas)

Notice is hereby given that the polling places listed below will be open from 7 a.m. to 7 p.m., November 5, 2024, for voting in a general election to elect the President and Vice-President, Members of Congress, Members of the Legislature, and state, district, county, and precinct officers.
(Notifíquese por la presente, que las casillas electorales citadas abajo se abrirán desde las 7 a.m. hasta las 7 p.m. el 5 de noviembre de 2024 para votar en la Elección General para elegir el presidente y vice-presidente, Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado, y del precincto.)

On Election Day, Williamson County registered voters may vote at any one of the following Williamson County Vote Center locations:
(El Día de Elección, los votantes registrados en el Condado de Williamson deberán votar en cualquiera de los siguientes Centros de Votación en el Condado de Williamson.)

ELECTION DAY VOTE CENTERS:
UBICACIÓN DE LOS CENTROS DE VOTACIÓN EN EL DIA DE LA ELECCIÓN:

Location *(ubicación)*	**Address *(la dirección)***	**Room *(cuarto)***	**City (ciudad)**	**Zip**
Kelly Reeves Athletic Complex	10211 W Parmer Ln	Conference Room	Austin	78717
Anderson Mill Limited District	11500 El Salido Pkwy	Room A / B	Austin	78750
Courtyard Austin Lakeline	12833 Ranch Road 620 N	Cedar Room	Austin	78750
Gateway Church	7104 McNeil Dr	Main Lobby	Austin	78729
Champions School of Real Estate	13801 Ranch Rd 620 N Ste 100	Sycamore Room	Austin	78717
Harmony School of Endeavor	13415 N FM 620	Gymnasium	Austin	78717
Hartfield Performing Arts Center	5800 McNeil Dr	Lobby	Austin	78729
Rattan Creek Park Community Center	7617 Elkhorn Mountain Trl	Great Room	Austin	78729
Spicewood Springs Library	8637 Spicewood Springs Rd	Meeting Room	Austin	78759
St. Vincent De Paul Catholic Church	9500 Neenah Ave	Portable Bldg 1 & 2	Austin	78717
Bethany United Methodist Church	10010 Anderson Mill Rd	D105 Ministry Center	Austin	78750
Pinballz Lake Creek	13729 Research Blvd	Purple Room	Austin	78750
Bartlett City Hall	140 W Clark St	Council Chambers	Bartlett	76511
The Sanctuary of Cedar Park	3600 E Whitestone	Multi-Purpose Room	Cedar Park	78613
The Springs Healthcare & Rehabilitation	1500 Cottonwood Creek Trail	The Lobby	Cedar Park	78613
Cedar Park Randalls	1400 Cypress Creek Rd	Deli Seating Area	Cedar Park	78613
Cedar Park Recreation Center	1435 Main St	Brazos, Colorado, San Gabriel Rooms	Cedar Park	78613
ACC Cypress Creek	1555 Cypress Creek Rd	Bldg 1000, Multipurpose Room 1102	Cedar Park	78613
Staybridge Suites Cedar Park	1110 Arrow Point Dr	Boardroom	Cedar Park	78613
LISD Child Nutrition Services	1900 Cougar Country Dr	Room 203	Cedar Park	78613
Reagan Elementary School	1700 E Park St	Gymnasium	Cedar Park	78613
Hyatt Place Austin/Cedar Park	1315 E New Hope Dr	Meeting Space 1	Cedar Park	78613
Treasure of the Hills Senior Center	408 Ridgewood Dr	TV Room	Cedar Park	78613
Islamic Center of Brushy Creek	1950 Brushy Creek Rd	Main Hall, Old Bldg	Cedar Park	78613
St. Peter's Church of Coupland	108 Wathen St	Fellowship Hall	Coupland	78615
Florence City Hall	851 FM 970	Council Chambers	Florence	76527
Andice Community Center	6600 FM 970	Classroom	Florence	76527
Georgetown Annex	100 Wilco Way	HR108	Georgetown	78626
Carver Center for Families	1200 W 17th St	Brightwell Room	Georgetown	78626
Georgetown City Hall	808 Martin Luther King Jr St	Community Room	Georgetown	78626
Georgetown ISD Technology Building	603 Lakeway Dr	Conference Room	Georgetown	78628
Hammerlun Center for Leadership and Learning	507 E University Ave	Cafeteria	Georgetown	78626
Georgetown Randalls	5721 Williams Dr	Deli Seating Area	Georgetown	78633
The Oaks Community Center - Sun City	301 Del Webb Blvd	Oaks Room	Georgetown	78633
City of Georgetown Fire Station #6	6700 Williams Dr	Community Room	Georgetown	78633
Wilco Central Maintenance Facility	3151 SE Inner Loop	Training Room	Georgetown	78626
First Baptist Church of Georgetown	1333 W University Ave	Worship Center Foyer	Georgetown	78626
The Delaney at Georgetown Village	359 Village Commons Blvd	Great Hall	Georgetown	78628
Southwestern University	1001 Southwestern Blvd	Howry Center	Georgetown	78626
Northstar Georgetown	2401 Westinghouse Rd	Great Room	Georgetown	78626
Heritage Baptist Church	1601 FM 971	Room 102 & 103	Georgetown	78626
Emmaus Church of Georgetown	5060 E Hwy 29	Atrium	Georgetown	78626
Granger Brethren Church	306 W Broadway St	Fellowship Hall	Granger	76530
Hutto ISD Admin Building	200 College St	Boardroom	Hutto	78634
New Hope Christian Church	9850 FM 1660 South	Worship Center	Hutto	78634
Wilco Hutto Annex	321 Ed Schmidt Blvd	Suite 200	Hutto	78634
Jarrell Memorial Park Community Center	1651 CR 305	Community Center	Jarrell	76537
Sonterra MUD	510 Sonterra Blvd	Clubhouse	Jarrell	76537
Cool Water MUD Clubhouse	401 Fighting Seabees Run	Clubhouse	Jarrell	76537
Larkspur Elementary School	424 Rusk Bluff Ave	Gymnasium	Leander	78641
Tarvin Elementary School	1280 Logan Del Way	Gymnasium	Leander	78641
Danielson Middle School	1061 Collaborative Way	Lecture Room	Leander	78641
Leander Public Library	1011 S Bagdad Rd	Annex building	Leander	78641
Pat Bryson Municipal Hall	201 N Brushy St	Council Chambers	Leander	78641
Stiles Middle School	3250 Barley Rd	Gymnasium	Leander	78641
Park at Crystal Falls	7860 183A	Clubhouse, Phase Two	Leander	78641
First Baptist Church Leander	10000 FM 2243	Gymnasium	Leander	78641
Santa Rita Ranch	175 Elizabeth Park Blvd	Ranch House	Liberty Hill	78642
Liberty Hill High School	16500 W SH 29	Lobby	Liberty Hill	78642
Liberty Hill ISD Gym Annex	301 Forrest St	Gymnasium	Liberty Hill	78642
Legacy Ranch High School	450 County Road 258	Athletic Entrance Lobby	Liberty Hill	78642
Brushy Creek MUD Community Center	16318 Great Oaks Dr	Garden & Red Gym	Round Rock	78681

Round Rock Presbyterian Church	4010 Sam Bass Rd	Fellowship Hall	Round Rock	78681
Fern Bluff MUD Community Center	7320 Wyoming Springs Dr	Canyon Room	Round Rock	78681
Park at Siena	6901 Co Rd 110	Clubhouse	Round Rock	78665
Round Rock Sports Center	2400 Chisholm Trl	Tournament Room	Round Rock	78664
Embassy Suites Round Rock	270 Bass Pro Dr	Bluebell Room	Round Rock	78665
Forest Creek Elementary School	3505 Forest Creek Dr	Portable 076	Round Rock	78664
Palm Valley Lutheran Church	2500 E Palm Valley Blvd	Back Porch Bldg	Round Rock	78665
Wilco Jester Annex	1801 E Old Settlers Blvd	Anderson & Harrell Rooms	Round Rock	78664
Allen R Baca Center	301 W Bagdad Ave	Building 2, Grand Room	Round Rock	78664
Round Rock Randalls	2051 Gattis School Rd	Deli Seating Area	Round Rock	78664
Radiant Church	1205 Round Rock Ave Ste 109	The Living Room	Round Rock	78681
Wingate by Wyndham	1209 N IH 35	High Tech Room	Round Rock	78664
Cedar Ridge High School Auditorium	2801 Gattis School Rd	Auditorium Lobby	Round Rock	78664
Texas State University Round Rock	1555 University Blvd	Avery Bldg Room 256	Round Rock	78665
Sleep Inn & Suites	1980 S IH 35	Meeting Room	Round Rock	78681
Taylor ISD Event Center	3101 N Main St	Event Center	Taylor	76574
Wilco Expo Center	5350 Bill Picket Trl	Ron Morrison Meeting Room	Taylor	76574
Taylor City Hall	400 Porter St	Auditorium	Taylor	76574
Walburg Community Center	4000 FM 972	Open Area	Walburg	78626
Community Bible Church of Weir	315 FM 1105	Fellowship Hall	Weir	78626

EARLY VOTING SCHEDULE - DATES, TIMES, AND LOCATIONS:
FECHAS, HORARIOS Y LUGARES DEL CALENDARIO DE VOTACIÓN ANTICIPADA:

Monday, October 21, 2024 - Saturday, October 26, 2024 7:00AM - 7:00PM
Lunes, 21 de octubre de 2024 - Sábado, 26 de octubre de 2024

Sunday, October 27, 2024 12:00PM - 6:00PM
Domingo, 27 de octubre de 2024

Monday, October 28, 2024, - Friday, November 1, 2024 7:00AM - 7:00PM
Lunes, 28 de octubre de 2024 - Viernes, 1 de noviembre de 2024

Main Location:
Localidad Central:

Georgetown Annex *(Anexo del Georgetown)*
100 Wilco Way HR108, Georgetown *(100 Wilco Way HR108, Georgetown)*

During early voting, a voter may vote at any of the locations listed on our website (www.wilcotx.gov/elections): *Durante la votación anticipada, un votante puede votar en cualquiera de los lugares enumerados en nuestro sitio web* (www.wilcotx.gov/elections):

Applications for ballot by mail shall be mailed to:
Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:

EARLY VOTING CLERK:
Bridgette Escobedo
P.O. Box 209
Georgetown, TX 78627
Phone: 512-943-1631
Email: bbm@wilco.org
Website: www.wilcotx.gov/votingbymail

Secretario de la Votación Adelantada:
Bridgette Escobedo
P.O. Box 209
Georgetown, TX 78627
Teléfono: 512-943-1631
Correo electrónico: bbm@wilco.org
Sitio web: www.wilcotx.gov/votingbymail

Applications for ballots by mail must be received no later than the close of business on October 25, 2024. *Las solicitudes para boletas de votación adelantada por correo, deberán recibirse para el fin de las horas de negocio el 25 de octubre del 2024.*

Issued this the _____ day of September, 2024.

Emitida este día _____ de septiembre, 2024.

_____
Bill Gravell, Jr., County Judge (Juez del Condado)

Commissioners Court - Regular Session **76.**

Meeting Date: 09/10/2024

Approval of Amendment for Additional Software Licenses with Tenex Software Solutions, Inc. for Elections Departmen

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving contract #2024274 for Additional Software Licenses between Williamson County and Tenex Software Solutions, Inc., not to exceed $159,900 for initial term and authorizing the execution of the Agreement and exempting the purchase from competitive bidding under Texas Local Government Code 262.024(a)(7)(D); captive replacement parts or components for equipment and authorizing the execution of the contract.

Background

The approval of this contract would be an amendment to the addendum between Williamson County's Election Department and Tenex Software Solutions, Inc. for the Precinct Central software. Precinct Central is used on the electronic poll books (EPBs) purchased from Tenex and uses Express Link integration to function with the ES&S voting equipment. The amendment adds one-hundred (100) additional licenses not to exceed $159,900.00 for the initial term. For all subsequent terms, the not-to-exceed amount is set at $13,500.00 The funding source is 01.0378.0378.005742. Department contact is Bridgette Escobedo.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 04:56 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:20 AM
Form Started By: Barbi Hageman		Started On: 08/27/2024 10:24 AM
Final Approval Date: 09/03/2024		

AMENDMENT TO
WILLIAMSON COUNTY ADDENDUM

TENEX SOFTWARE SOLUTIONS, INC.

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

THIS AMENDMENT TO WILLIAMSON COUNTY ADDENDUM ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Tenex Software Solutions, Inc. ("Vendor"), both of which are referred to herein as the parties.

WHEREAS, the County and Vendor entered into an Addendum for Goods and Services, dated effective July 30, 2024 (the "Agreement"), setting forth the terms and conditions pursuant to which Vendor agreed to provide certain software services and licenses;

WHEREAS, the Parties desires to amend the Agreement to increase the Not-to-Exceed amount to accommodate additional licenses.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. Section III. Consideration and Compensation of the Agreement shall be amended as follows:

> **Consideration and Compensation:** Vendor will be compensated based on a fixed sum as set out in the attached quote (Exhibit "A.1"). The not-to-exceed amount for the Initial Term is One Hundred Fifty-Nine Thousand Nine Hundred Dollars ($159,900.00). For all subsequent terms, the not-to-exceed shall be Thirteen Thousand Five Hundred Dollars ($13,500.00). All payments made by the County under this Agreement shall be made from current funds available to County at each fiscal year.
>
> Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods charges for any overdue payments shall be

paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

III. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

TENEX SOFTWARE SOLUTIONS, INC:

Authorized Signature

Ashley Raja
Printed Name

Date: August 26, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 27 2024 Time: 11:15 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 27 2024 Time: 6:51 am

TENEX
SOFTWARE SOLUTIONS

5021 W. Laurel Street, Tampa, FL 33607
(813) 618-3639 | info@tenexsolutions.com

Williamson County, TX Precinct Central Additional Licenses

Date: **July 23, 2024**

To: Williamson County, Texas Elections Office

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Hardware - 10th Generation iPad (10.2", 64 GB, with charging block & 3' charging cable)	100	$ 449.00	$ 44,900.00
2	Hardware - Flip & Share Stand (includes stylus & cleaning cloth)	100	$ 100.00	$ 10,000.00
3	Software - Precinct Central EPB Software License (includes Touchpad, Console, & Data Studio)	100	$ 635.00	$ 63,500.00
4	Service - Apple DEP/Cisco MDM Registration & Management	100	Included	Included
5	Service - Shipping & Configuration	100	$ 50.00	$ 5,000.00
6	Hardware - Print Server (For connnection to ExpressLink)	100	$ 165.00	$ 16,500.00
7	Hardware - Premium Large Carrying Case & Luggage Tag (hold 1 Touchpad, 1 ExpressVote (link) printer, & accessories)	100	$ 200.00	$ 20,000.00
			Year 1 - Total Purchase Price:	**$ 159,900.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
8	Software - Precinct Central Software License & Support (per unit, year 2 through year 5)	100	$ 135.00	$ 13,500.00
9	Service - Apple DEP/Cisco MDM Registration & Management (per unit, year 2 through year 5)	100	Included	Included
			Recurring Annual License & Maintenance Fees:	**$ 13,500.00**

Terms:

This quote is valid for 30 days and subject to change based upon contract terms and conditions or any change in configuration.

Signature **Date** **PO # (*if applicable*)**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1205956

Date Filed:
08/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tenex Software Solutions, Inc
Tampa, FL United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2024274
Election Equipment and Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kallem, Ravichandra	Tampa, FL United States		X
Gupta, Alka	Tampa, FL United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Hillsborough County, State of Florida, on the 26th day of August (month), 2024 (year).

Alka Gupta
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1205956

Date Filed:
08/26/2024

Date Acknowledged:
08/27/2024

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

Tenex Software Solutions, Inc
Tampa, FL United States

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

Williamson County Commissioners Court

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

2024274
Election Equipment and Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kallem, Ravichandra	Tampa, FL United States		X
Gupta, Alka	Tampa, FL 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 **77.**

Meeting Date: 09/10/2024

Approval of Agreement for Varonis Subscription from FreeIt Data Solutions, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a thirty-nine (39) month agreement #2024280 between Williamson County and FreeIt Data Solutions Inc. to provide the Williamson County IT Department with annual maintenance of the Varonis Software, not to exceed $479,471.12, with first (1) year in the amount of $184,411.96 per the terms of Contract #DIR-CPO-4863, and authorizing the execution of the agreement.

Background

This three (3) year agreement for Varonis software will help Williamson Countys' IT Department on the Active Directory (AD) migration project in streamlining the process for folder and file security in addition to data classification. Funding Source is 01.0100.0503.003011 FY24. Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement and Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/02/2024 05:17 PM
County Judge Exec Asst.	Becky Pruitt	09/03/2024 08:18 AM
Form Started By: Barbi Hageman		Started On: 08/26/2024 08:55 AM
Final Approval Date: 09/03/2024		

WILLIAMSON COUNTY
ADDENDUM FOR
FREEIT DATA SOLUTIONS, INC.

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

THIS WILLIAMSON COUNTY ADDENDUM FOR FREEIT DATA SOLUTIONS, INC. ("Addendum") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, **Freeit Data Solutions, Inc.** and (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain services pursuant to the following terms, conditions, and restrictions:

I.

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

A. Freeit Quote (No. 3592392);
B. Cooperative Agreement DIR-CPO-4863; and
C. This Williamson County Addendum.

II.

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

III.

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

IV.

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

V.

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

VI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered, including but not limited to all applicable laws, regulations, and standards pertaining to data protection and privacy. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VII.

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

VIII.

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

IX.

Texas Law Applicable to Indemnification: All indemnifications of limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

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

XI.

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

XII.

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

XIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____ ____, 20____

SERVICE PROVIDER:

Freeit Data Solutions, Inc.
Name of Service Provider

Authorized Signature

Dulari von Christierson
Printed Name

Date: August 23, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 23 2024 Time: 1:15 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 23 2024 Time: 1:01 pm

Freeit™
DATA SOLUTIONS

Contract No: DIR-CPO-4863
TAX ID#: [redacted]
Term: NET 30
FOB: Destination

Williamson County
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: [redacted]
Quote Date: 8/20/2024
Expiration Date: 9/19/2024

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
[redacted] [redacted]

Qty	Part Number	Description	List Price	Discount Percentage	Unit Price	Ext Price
Varonis Subscription - 39mo Contract - Annual Payments						
Year 1						
1501	VHCM-1501-2000SA	Varonis Hybrid + MDDR & Copilot SaaS Subscription - Year 1	$535.00	77.58%	$119.95	$180,044.95
3	CL-1-5OS	Collector License - Year 1	$6,492.62	77.58%	$1,455.67	$4,367.01
				List Total:		$822,512.87
				DIR Discounted Total:		$756,711.84
				Shipping and Tax not applicable:		$0.00
				Additional Discount:		($572,299.88)
				Year 1 Total:		$184,411.96
Year 2						
1501	VHCM-1501-2000SA	Varonis Hybrid + MDDR & Copilot SaaS Subscription - Year 2	$428.00	77.58%	$95.96	$144,035.96
3	CL-1-5OS	Collector License - Year 2	$5,194.10	77.58%	$1,164.54	$3,493.62
				List Total:		$658,010.30
				DIR Discounted Total:		$605,369.47
				Shipping and Tax not applicable:		$0.00
				Additional Discount:		($457,839.89)
				Year 2 Total:		$147,529.58
Year 3						
1501	VHCM-1501-2000SA	Varonis Hybrid + MDDR & Copilot SaaS Subscription - Year 3	$428.00	77.58%	$95.96	$144,035.96
3	CL-1-5OS	Collector License - Year 3	$5,194.10	77.58%	$1,164.54	$3,493.62
				List Total:		$658,010.30
				DIR Discounted Total:		$605,369.47
				Shipping and Tax not applicable:		$0.00
				Additional Discount:		($457,839.89)
				Year 3 Total:		$147,529.58
				Year 1 Total:		**$184,411.96**
				3 Contracted Year Total:		**$479,471.12**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-4863 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1205400

Date Filed:
08/26/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Freeit Data Solutions, Inc.
Austin, TX United States

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

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.
2024280
Varonis Software from FreeIt Data Solutions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Travis County, State of Texas, on the 26th day of August (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1205400

Date Filed:
08/26/2024

Date Acknowledged:
08/26/2024

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

Freeit Data Solutions, Inc.
Austin, TX United States

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

Williamson County

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.

2024280
Varonis Software from FreeIt Data Solutions

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Orchid, Wayne	Austin, 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 **78.**

Meeting Date: 09/10/2024

Jail South Boiler Renovation (445P/445A/2.1) - Texas AirSystems - Change Order #2

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 02 from Texas AirSystems, LLC for the Jail South Boiler Renovation Project in the amount of $30,019, which was approved by Williamson County Facilities Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is made to compensate Texas AirSystems for additional labor due to requested changes in existing drawings. Williamson County Facilities Architect, Trenton Jacobs was delegated change order approval authority for this project on March 22, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail S Boiler Renovation-CO2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/27/2024 07:42 AM
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:23 AM
Form Started By: Christy Matoska		Started On: 08/26/2024 02:42 PM
Final Approval Date: 08/28/2024		

CHANGE ORDER
Jail S. Boiler Renovation

CHANGE ORDER NO: 02 NTP Date: 07/02/2024
DATE OF ISSUANCE: 08/26/2024
Contractor: Texas AirSystems
Architect/ Engineer: Talex, Inc.

EXPLANATION:

1. Demo for all of 2nd and 3rd floor with risers between the floors. Demo sections to get into elevator and down to ground floor.
2. Add circuit setters to risers feeding the 3rd floor women's area.
3. Reroute cold domestic water in mechanical room for gym, maintenance, evidence and 1st floor restrooms.
4. Cut in tee and reroute hot water line from building in mechanical room.
5. Labor to be performed on standard time.

CONTRACT CHANGE:

1. Requested changes due to changes in drawings – additional labor

Original Contract Amount	$ 926,790.00
Net change by previously submitted Change Orders	$ 23,429.00
Contract sum prior to this Change Order was	$ 950,219.00
Contract Sum be increased by this Change Order in the amount of	$ 30,019.00
The new Contract Sum including this Change Order will be	$ 980,238.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 6%

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order 10/30/2024

RECOMMENDED BY:

Blake Randig	Blake Randig (Aug 23, 2024 13:23 CDT)	Aug 23, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

Oscar Villarreal	Oscar Villarreal Oscar Villarreal (Aug 26, 2024 14:34 CDT)	Aug 26, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Trenton Jacobs, AIA		Aug 26, 2024
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **79.**

Meeting Date: 09/10/2024

Expo Gattis Pavilion - New Water Tank - Agreement for Geotechnical Test Engineering Services

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Agreement for Geotechnical Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the Expo Gattis Pavilion - New Water Tank.

Background

This Agreement for Geotechnical Test Engineering Services is made to compensate the firm for services of geotechnical boring to an appropriate depth of 15 feet for the proposed tank pertaining to the Expo Gattis Pavilion.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Gattis Pavilion - New Water Tank

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/03/2024 03:37 PM
Facilities Management (Originator)	Christy Matoska	09/03/2024 04:01 PM
Hal Hawes	Hal Hawes	09/03/2024 04:18 PM
County Judge Exec Asst.	Becky Pruitt	09/04/2024 08:54 AM
Form Started By: Christy Matoska		Started On: 09/03/2024 02:47 PM
Final Approval Date: 09/04/2024		

AGREEMENT FOR GEOTECHNICAL TEST ENGINEERING SERVICES

PROJECT: **Expo Gattis Pavilion – New Water Tank** ("Project")

GEOTECHNICAL TEST ENGINEER: **Raba Kistner, Inc.** ("Test Engineer")
Ali Hekmatfar, Ph.D., P.E., Senior Project Manager
8100 Cameron Road, Ste. B-150
Austin, TX 78754

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR GEOTECHNICAL TEST ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and Test Engineer.

R E C I T A L S

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

WHEREAS, County intends to **have geotechnical boring to an appropriate depth of 15 foot for the proposed tank**; and

WHEREAS, County desires that Test Engineer perform certain professional services in connection with the Project; and

WHEREAS, Test Engineer represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and Test Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

Test Engineer agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to Test Engineer compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide Test Engineer with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to Test Engineer; however, any and all such information shall remain the property of County and shall be returned, if County so instructs Test Engineer.

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

2.3.1
National Environmental Policy Act (NEPA)

2.3.2
U.S. Army Corps Regulations

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

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

3.2 Debarment Certification.
Test Engineer must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

Test Engineer covenants and represents that Test Engineer, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, Test Engineer shall perform professional geotechnical test engineering services for the Project, which are acceptable to County, based on standard engineering and construction materials testing practices and the scope of work described on the Exhibits attached to this Agreement.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

Test Engineer shall not commence work until Test Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

Test Engineer agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Not to Exceed Amount.

For and in consideration of the Basic Services rendered by Test Engineer, County shall pay to Test Engineer the not to exceed amount of **Five Thousand Four Hundred Eighty-Two and Two Hundredths Dollars ($5,482.02)** hereinafter called the "NTE Amount".

The NTE Amount is based upon all estimated time and material costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices for the Basic Services actually provided and performed based on the method and rates set forth in **Exhibit B – *Fee Schedule***. County will only be obligated to pay Test Engineer for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated NTE Amount.

6.2 Expenses.

Test Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for

costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to Test Engineer without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Fifty-Four and Eighty-Two Hundredths Dollars ($ 54.82)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and Test Engineer shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates as set forth in **Exhibit B – *Fee Schedule***.

Test Engineer shall not, however, be compensated for work made necessary by Test Engineer's negligent errors or omissions. In the event of any dispute over the classification of Test Engineer's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on Test Engineer

It is expressly understood and agreed that Test Engineer shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon the services which have been completed.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Test Engineer shall submit a sworn statement to the County, along with the completed test reports setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Article 7 (Additional Services and Charges) which have not been previously billed or paid.

In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the Test Engineer seeks reimbursement from the County, the charges shall be accompanied by time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor and an affidavit signed by an officer or principal of the Test Engineer certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The approval or payment of any statement shall not be considered to be evidence of performance by the Test Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

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

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to Test Engineer will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. Test Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and Test Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between Test Engineer and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

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

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

Raba Kistner, Inc.
Ali Hekmatfar, Ph.D., P.E.
8100 Cameron Road, Ste. B-150
Austin, TX 78754

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

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

Test Engineer: Raba Kistner, Inc.
8100 Cameron Road, Ste. B-150
Austin, TX 78754

Attention: Ali Hekmatfar, Ph.D., PE.
Senior Project Manager

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

ARTICLE 11
PROGRESS EVALUATION

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

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement then County shall review same with Test Engineer to determine corrective action required.

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

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then Test Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. Test Engineer shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO TEST ENGINEER WORK PRODUCT

13.1 Review Process.
Test Engineer's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by Test Engineer and supporting documents (collectively referred to hereinabove and hereinafter as the "Test Engineer Work Product(s)"), shall be submitted by Test Engineer on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by Test Engineer on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A** have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within **thirty (30) days** of such submittal and County shall notify Test Engineer in writing within such **thirty (30)-day** period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify Test Engineer and County’s technical review process will begin.

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

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to Test Engineer, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of Test Engineer's Work Product, County shall deduct **One Thousand Dollars ($ 1,000)** from the Test Engineer's NTE Amount for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

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

13.2 Revision to Test Engineer Work Product.

Test Engineer shall make, without expense to County, such revisions to Test Engineer Work Product as may be required to correct negligent errors or omissions so Test Engineer Work Product meets the needs of County, but after the approval of Test Engineer Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Test Engineer shall entitle Test Engineer to additional compensation for such extra services and expenses; provided, however, Test Engineer hereby agrees to perform any necessary corrections to Test Engineer Work Products which are found to be in negligent error or omission as a result of Test Engineer's development of Test Engineer Work Product, at any time, without additional compensation.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on Test Engineer.

Test Engineer's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall Test Engineer be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon Test Engineer's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving Test Engineer **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, Test Engineer shall have the option of terminating this Agreement and, in the event, Test Engineer shall be compensated for all Basic Services performed and reimbursable expenses

incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to Test Engineer, as a consequence of failure by Test Engineer to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of Test Engineer, upon not less than **thirty (30) days** written notice to Test Engineer.

16.5
By satisfactory completion of all Testing Engineer Engineering Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Test Engineer. In determining the value of the Basic Services performed by Test Engineer prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on services actually performed and completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If Test Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Test Engineer, then County shall give consideration to the actual

costs incurred by Test Engineer in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

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

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

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "Test Engineer Work Products") prepared by Test Engineer and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Test Engineer's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Test Engineer.

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

Upon execution of this Agreement, Test Engineer grants to County permission to reproduce Test Engineer's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. Test Engineer shall obtain similar permission from Test Engineer's subcontractors/ subconsultants consistent with this Agreement. If and upon the date Test Engineer is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes,

corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of Test Engineer. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of Test Engineer Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Test Engineer Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of Test Engineer Work Products shall be at County's sole risk and without liability to Test Engineer and its subconsultants.

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

Test Engineer shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the geotechnical test engineering profession, and in recognition of such standards, Test Engineer shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. Test Engineer shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.

Test Engineer shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

TEST ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY TEST ENGINEER, TEST ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH TEST ENGINEER INCLUDING, WITHOUT LIMITATION, TEST ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH TEST ENGINEER EXERCISES CONTROL.

TEST ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM TEST ENGINEER'S FAILURE TO PAY TEST ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS,

OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY TEST ENGINEER.

TEST ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY TEST ENGINEER IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT TEST ENGINEER'S OBLIGATIONS UNDER THIS ARTICLE 22. THE TERMS AND CONDITIONS CONTAINED IN THIS ARTICLE 22 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM TEST ENGINEER IS NOT LEGALLY LIABLE, TEST ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO TEST ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN TEST ENGINEER AT COUNTY'S COST. TEST ENGINEER SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT TEST ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE TEST ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

Test Engineer shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Test Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. Test Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible geotechnical test engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Board of Registration for Engineering Professionals.

ARTICLE 25
INSURANCE

Test Engineer shall comply with the following insurance requirements, at all times, during this Agreement:

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
Test Engineer shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. Test Engineer further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which Test Engineer is responsible hereunder, Test Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in Test Engineer's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

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

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of Test Engineer, Test Engineer shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25.**

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.10.1
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
TEST ENGINEER'S ACCOUNTING RECORDS

Test Engineer agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses

of other providers and provide such other details as may be requested by the County Auditor for purposes of making audits, examinations, excerpts and transcriptions. Test Engineer agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. Test Engineer further agrees that County shall have access during normal working hours to all necessary Test Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give Test Engineer reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
Test Engineer understands and agrees that time is of the essence and that any failure of Test Engineer to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. Test Engineer shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and Test Engineer's standard of performance as defined herein. Where damage is caused to County due to Test Engineer's negligent failure to perform, County may accordingly withhold, to the extent of such damage, Test Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor Test Engineer shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

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

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by Test Engineer are made on the basis of information available to Test Engineer and on the basis of Test Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since Test Engineer has no control over the cost of labor,

materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Test Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Test Engineer prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force

or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Test Engineer shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall Test Engineer release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
TEST ENGINEER'S REPRESENTATIONS

Test Engineer represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. Test Engineer further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

The undersigned signatory for Test Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-

stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

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

TEST ENGINEER:
Raba Kistner, Inc.

By: Yvonne Garcia Thomas
Signature

Yvonne Garcia Thomas, P.E.
Printed Name

Vice President - Austin Practice Leader
Title

Date Signed: September 3, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THIS AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THIS AGREEMENT, THIS AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the NTE Amount provided in this Agreement, Test Engineer shall perform the following Basic Services, based on standard geotechnical test engineering practices:

GENERAL REQUIREMENTS

Right-of-Entry and Coordination. Test Engineer shall notify County and secure permission to enter private property to perform any surveying, environmental, or engineering activities needed off County property. In pursuance of County's policy with the general public, Test Engineer shall not commit acts which would result in damages to private property, and Test Engineer shall make every effort to comply with the wishes and address the concerns of affected private property owners. Test Engineer shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

Progress Reporting. Test Engineer shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether Test Engineer is invoicing for that month.

Coordination. Test Engineer shall coordinate issues through County's PM. County will communicate resolution of issues and provide Test Engineer direction through County's PM.

Quality Assurance (QA) and Quality Control (QC). Test Engineer shall provide peer review at all levels. For each deliverable, Test Engineer shall maintain evidence of their internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should Test Engineer fail to provide the evidence of quality control. Test Engineer shall clearly label each document submitted for quality assurance as an internal mark-up document

Naming of Electronic Project Files and Organization of Design Project Folders. Test Engineer shall use succinct and understandable file names including project name, file content, date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). Test Engineer shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

General Scope of Services.

Field Sampling and Laboratory Testing:

- Develop soil-boring layout prior to mobilization.
- RKI will stake the boring in the field utilizing tape and right-angle measurements from existing benchmarks, or using a recreation-grade GPS device (does not include surveying of boring location);
- Perform One Call utility locate requests, as well as coordinating with the City of Taylor and associated utilities who do not subscribe to the Texas 811 service.

- Perform appropriate laboratory tests on soil samples recovered from the borings.

Laboratory testing will include but not limited to moisture content, liquid limit, plastic limit, particle size analysis tests, visual classification, and unconfined compression testing See attached estimate sheet for quantities.

Geotechnical Engineering Report:
A summary of the field and laboratory sampling and testing program;
• Boring log and laboratory testing results;
• A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.

• Foundation design recommendations, including:
- expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
- methods for reducing expansive, soil-related movements;
- methods for reducing differential movement;
- settlement estimations, where applicable;
- type of shallow foundation/tank pad available to support the proposed tank;
- available bearing pressures for shallow foundations;
- slab-on-grade recommendations.

• Foundation construction considerations, including:
- site drainage;
- site preparation;
- select fill material specifications;
- shallow foundation excavations;
- excavation considerations; and
- fill placement compaction.

Expo New Water Tank

EXHIBIT B

FEE SCHEDULE

TASK Hourly Rate:	UNITS	SENIOR QC ENGINEER REVIEWER $255.00	SENIOR PROJECT ENGINEER $233.58	PROJECT MANAGER $204.10	DESIGN ENGINEER $182.03	PROJECT ENGINEER $159.12	EIT $146.07	Field Coordinator /Logger $119.02	Senior Technician $91.80	GIS/CADD Tech $110.16	ADMIN $71.40	Sub Total Hours	Hr/Unit	RKCI Labor Cost
						Hours								
GEOTECHNICAL ENGINEERING SERVICES- LABOR														
												0		$ -
GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS												0		$ -
PROJECT KICKOFF			1								1	2		$ 304.98
FIELD COORDINATION (STAKE BORINGS AND UTILITY LOCATE)								3				3		$ -
FIELD EXPLORATION (INCLUDING DYNAMIC ONE PENETROMETER)									4			4		$ 367.20
LABORATORY ASSIGNMENT							1					1		$ 146.07
SOIL BORING LOGS							1					1		$ 146.07
SITE PLAN										1		1		$ 110.16
ENGINEERING ANALYSES AND GEOTECHNICAL REPORT											1	1		$ 71.40
GEOTECHNICAL REPORT REVIEW & FINALIZATION		1	2				12				1	15		$ 2,291.40
												0		$ -
												0		$ -
												0		$ -
												0		$ -
												0		$ -
TOTALS	0											Row Total = 28		
HOURS:		1	3	0	0	0	14	3	4	1	3	Column Total = 28		
LABOR COST:			$ 701	$ -	$ -	$ -	$ 2,045		$ 367	$ 110	$ 214			$ 3,437.28
		3.6%	10.7%	0.0%	0.0%	0.0%	50.0%	10.7%	14.3%	3.6%	10.7%			$ 3,437.28

UNIT EXPENSES:						
TIMBER LINED WATER TANK AND DRIVE UP SLAB	**FIELD OPERATIONS**					
	Mobilization of Drill Rig	1	units		$600.00 each	$600.00
	Logger truck	1	units		$68.01 day	$68.01
	3" Thin-Wall Continuous Sampling	15	ft		$24.40 ft	$366.00
	Hollow stem drilling	0	ft		$30.89 ft	$0.00
	NX Rock Coring (Shale)	0	ft		$40.31 ft	$0.00
	NX Rock Coring (Limestone)	0	ft		$53.04 ft	$0.00
	TCP with Intermittent Sampling	0	ft		$32.88 each	$0.00
	Standard Penetration Test (SPT)	3	ft		$29.92 each	$89.76
	Bentonite Backfill	15	ft		$7.00 ft	$105.00
	Pavement Core and Patch	0	units		$93.05 each	$0.00
	Concrete/AC Patch	0	units		$79.38 each	$0.00
	Standby (setup time and cleanup)	1	hrs		$284.29 hr	$284.29
	LABORATORY TESTING					
	Atterberg Limits	2	units		$125.84 each	$251.68
	Moisture Content	6	units		$16.65 each	$99.90
	Sieve Analysis (passing No. 4, 40, 200)	1	units		$120.04 each	$120.04
	Sulfate Testing	0	units		$125.12 each	$0.00
	Unconfined Compression (Soil)	1	units		$60.06 each	$60.06
	Unconfined Compression (Rock)	0	units		$75.46 each	$0.00
	Direct Shear	0	units		$650.18 each	$0.00
	Consolidated Undrained (CU) Triaxial Compression Test	0	units		$1,925.00 each	$0.00
	Lime Series (Tex-121-E Part III)	0	units		$452.33 each	$0.00
	Moisture Denisty Relationship (TEX-114-E)	0	units		$350.45 each	$0.00
	Texas Triaxial Compression (TEX-117-E)	0	units		$2,200.00 each	$0.00
	California Bearing Ratio (ASTM D 1833)	0	units		$1,011.05 each	$0.00
TOTAL UNIT EXPENSES:						**$2,044.74**
OTHER DIRECT EXPENSES:						
	Utility Locates	0	days		$990.00 day	$0.00
	Traffic Control Services	0	days		$2,400.00 day	$0.00
	Brush Clearing	0	days		$2,850.00 day	$0.00
TOTAL OTHER DIRECT EXPENSES:						**$0.00**
TOTAL PROJECT COST:						$5,482.02

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

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

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

EXHIBIT C

PRODUCTION SCHEDULE

Raba Kistner, Inc. will begin the field exploration phase of this study within 5 to 7 working days of receiving Notice to Proceed, provided the site is accessible to truck-mounted drill rigs. The field exploration and laboratory-testing phase of the study is generally expected to take approximately 5 to 70 working days to complete. Engineering analyses and preparation of the draft engineering report is expected to take an additional two weeks to complete.

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

Raba Kistner, Inc.

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
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 _____ (Signatory Name)
the _____ (Signatory Title) of _____ (Entity Name), on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	Ironshore Specialty Insurance Company	25445
INSURER C:	National Union Fire Ins Co of Pittsburgh	19445
INSURER D:	Commerce & Industry Ins Co	19410
INSURER E:	Allied World Surplus Lines Insurance Co	24319
INSURER F:		

INSURED
Raba Kistner, Inc.
12821 West Golden Lane
San Antonio TX 78249 USA

COVERAGES **CERTIFICATE NUMBER:** 570103200436 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			5361923	01/01/2024	01/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PER PROJECT GENERAL AGG	$1,000,000 $100,000 $10,000 $1,000,000 $10,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 0305096-04	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
D	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $10,000			BE018993868	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC0030509504	10/31/2023	10/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	E&O - Professional Liability - Primary			03121277 Claims Made SIR applies per policy terms & conditions	12/31/2023	12/31/2024	Aggregate Limit Each Claim	$2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies are endorsed with a Blanket Additional Insured Endorsement. General Liability policy is endorsed with Blanket Primary and Non Contributory Endorsement. General Liability, Automobile Liability and Workers' Compensation policies are Endorsed with Blanket Waiver of Subrogation Endorsement.

CERTIFICATE HOLDER

Raba Kistner, Inc.
dba Project Control of Texas, Inc.
PO Box 690287
San Antonio TX 78269-0287 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570103200436

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AGENCY CUSTOMER ID: 570000081474
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Raba Kistner, Inc.
POLICY NUMBER	
See Certificate Number: 570103200436	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570103200436	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	Contractors Pollution Liability			ICELLUW00155830 Claims-Made	10/31/2023	10/31/2024	Aggregate Limit	$3,000,000
							Each Claim	$1,000,000

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WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
		Compressor crane at edge of building or unobstructed hatch with mechanical crane for future maintenance of HVAC equipment
	PLANS	Update Architectural Plan
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufucturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	PAINT	Use only wilco standard colors and materials, DO NOT color-match
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

Commissioners Court - Regular Session **80.**

Meeting Date: 09/10/2024

Expo Gattis Pavilion - New Water Tank - Aggieland Construction - Change Order #1

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 01 from Aggieland Construction for the Expo - New Water Storage Tank Project in the amount of $9,795.00, which was approved by Williamson County Facilities Architect, Trenton Jacobs pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is made to compensate Aggieland Construction for additional labor due to requested changes in existing drawings. Williamson County Facilities Architect, Trenton Jacobs was delegated change order approval authority for this project on March 22, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Gattis Pavilion - Water Tank Aggieland - CO#1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 11:25 AM
County Judge Exec Asst.	Becky Pruitt	09/06/2024 11:43 AM
Form Started By: Christy Matoska		Started On: 09/05/2024 11:04 AM
Final Approval Date: 09/06/2024		

CHANGE ORDER
Expo - New Water Storage Tank

CHANGE ORDER NO: 1 NTP Date: 08.21.24
DATE OF ISSUANCE: August 21, 2024
Contractor: Aggieland Construction
Architect/ Engineer: Williamson County

EXPLANATION:

1. Additional Earthwork Required under Water Tank Foundation to support Water Tank Storage. Soils Report as well as Stamped Engineer Foundation Drawings Requested Select Fill under Foundation /Pad for Tank.
2. Add New Electrical Run to support new Water Pump
3. Additional Concrete Flat Work around Pump Pad & Storage Tank.

CONTRACT CHANGE:

1. Additional Earthwork required underneath water tank foundation
2. Add New Electrical Run to Support New Water Pump
3. Additional Concrete Flat Work around Pump Pad & Storage Tank

Original Contract Amount	$ 153,392.00
Net change by previously submitted Change Orders	$ 0.00
Contract sum prior to this Change Order was	$ 153,392.00
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 9,795.00
The new Contract Sum including this Change Order will be	$ 163,187.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 6.39 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order October 1, 2024

RECOMMENDED BY:

Kyle Maas — Contractor's Printed Name
Signature
August 21, 2024 — Date

REVIEWED BY:

Trenton Jacobs		Sep 5, 2024
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez	Angel Gomez (Sep 5, 2024 09:02 CDT)	Sep 5, 2024
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **81.**

Meeting Date: 09/10/2024

Approval for Renewal #1 for Contract 23RFP11- Allied Electric for Electrical Infrastructure Maintenance & Installation Services for Facilites Management

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, renewal term #1, for the same terms and conditions as the existing contract with Vendor, Allied Electric Services, Inc., for the 12-month term beginning October 1, 2024 through September 30, 2025.

Background

This is the first renewal of this contract for Electrical Infrastructure Maintenance & Installation Services. The Facilities Management Department has confirmed the vendor met all the County requirements in this contract and requests renewal. Funding Sources: 01.0100.0509.004509, 01.0100.0509.004510. Point of Contact: Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Allied Electric Renewal 1

1295 form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 09:28 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:53 AM
Form Started By: Cheryl Johnson		Started On: 08/29/2024 12:23 PM
Final Approval Date: 09/05/2024		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP11	**Department:**	Facilities Management
Vendor Name:	Allied Electric Services, Inc.		
Purpose/Intended Use of Product or Service (summary):			
RFP Electrical Infrastructure Maintenance & Installation Services			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	09/30/2025
Department Contact:	Christi Stromberg		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2
Renewal Option Period 1 October 01, 2024- September 30-2025
Initial Contract Period February 28, 2023- September 30-2024

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

Vendor Allied Electric Services, Inc. ____

Name James Paul_____

Title President _____

Signature_____

Date 8-29-2024 _____

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

Bill Gravell, Jr

Williamson County Judge

Signature_____

Date _____

ELECTRICAL MAINTENANCE REPAIRS AND INSTALLATION SERVICES "AS NEEDED" FOR WILLIAMSON COUNTY, TEXAS

FY24/25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
1. Master Electrician	
a. Regular Hours	$99/Hr
b. After Regular Hours	$139/Hr
c. Weekends or County approved Holidays	$179/Hr
2. Journeyman Electrician	
a. Regular Hours	$89/Hr
b. After Regular Hours	$129/Hr
c. Weekends or County approved Holidays	$169/Hr
3. Apprentice Electrician (Helper)	
a. Regular Hours	$54/Hr
b. After Regular Hours	$75/Hr
c. Weekends or County approved Holidays	$89/Hr
4. **Emergency Response during Regular Hours**	
a. Master Electrician	$179/Hr
b. Journeyman Electrician	$169/Hr
5. Emergency Response on Weekends or Approved Holidays	
a. Master Electrician	$179/Hr
b. Journeyman Electrician	$169/Hr

Emergency Response during Regular Hours, Weekends or Approved Holidays will include an Emergency Dispatch Fee of $75.

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1207843

Date Filed:
08/29/2024

Date Acknowledged:

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

Allied Electric Services, Inc.
Georgetown, TX United States

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

Williamson County

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

23RFP11- CC AWARD ITEM #53
ELECTRICAL MAINTENANCE REPAIRS AND INSTALLATION SERVICES "AS NEEDED"

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

[redacted]

6 [redacted]

Signature of authorized agent of contracting business entity

[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1207843

Date Filed:
08/29/2024

Date Acknowledged:
08/29/2024

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

Allied Electric Services, Inc.
Georgetown, TX United States

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

Williamson County

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

23RFP11- CC AWARD ITEM #53
ELECTRICAL MAINTENANCE REPAIRS AND INSTALLATION SERVICES “AS NEEDED”

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **82.**

Meeting Date: 09/10/2024

Approval of Renewal #1 for Contract #23RFP11- Doyle Electric LLC- Electrical Infrastructure Maintenance & Installation Services Electrical Infrastructure Maintenance & Installation Services for Facilities Maintenance

Submitted By: Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the renewal of contract #23RFP11, Electrical Infrastructure Maintenance & Installation Services, renewal term #1, for the same terms and conditions as the existing contract with Vendor Doyle Electric LLC, for a 12-month term beginning October 1, 2024 through September 30, 2025.

Background

This is the first renewal of this contract for Electrical Infrastructure Maintenance & Installation Services. The Facilities Management Department has confirmed the vendor met all the County requirements in this contract and requests renewal. Funding Sources: 01.0100.0509.004509, 01.0100.0509.004510. Point of Contact: Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doyle Renewal #1

1295 form Doyle

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 11:37 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:54 AM
Form Started By: Cheryl Johnson		Started On: 08/29/2024 12:42 PM
Final Approval Date: 09/05/2024		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23RFP11	**Department:**	Facilities Management
Vendor Name:	Doyle Electric LLC.		
Purpose/Intended Use of Product or Service (summary):			
RFP Electrical Infrastructure Maintenance & Installation Services			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	Cheryl Johnson	**End Date:**	09/30/2025
Department Contact:	Christi Stromberg		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 3
Renewal Option Period 2
Renewal Option Period 1 October 01, 2024- September 30-2025
Initial Contract Period February 28, 2023- September 30-2024

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

Vendor Doyle Electric, LLC

Name Dustin Doyle

Title Vice-President

Signature _____

Date 09/04/2024

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

ELECTRICAL MAINTENANCE REPAIRS AND INSTALLATION SERVICES "AS NEEDED" FOR WILLIAMSON COUNTY, TEXAS

FY24/25 Attachment B – Compensation and Fee Schedule

This attachment shall be completed and returned with the Contractor response. Failure to return this completed attachment will result in the disqualification of the response.

Contractor shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its contract.

Rates shall remain firm throughout the term of this contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Contractor will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Contractor shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Rate
1. Master Electrician	
a. Regular Hours	$95.00
b. After Regular Hours	$142.50
c. Weekends or County approved Holidays	$142.50
2. Journeyman Electrician	
a. Regular Hours	$90.00
b. After Regular Hours	$135.00
c. Weekends or County approved Holidays	$135.00
3. Apprentice Electrician (Helper)	
a. Regular Hours	$50.00
b. After Regular Hours	$75.00
c. Weekends or County approved Holidays	$75.00
4. **Emergency Response during Regular Hours**	
a. Master Electrician	$95.00
b. Journeyman Electrician	$90.00
5. Emergency Response on Weekends or Approved Holidays	
a. Master Electrician	$142.50
b. Journeyman Electrician	$135.00

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1210205

Date Filed:
09/05/2024

Date Acknowledged:

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

Doyle Electric
Marble Falls, 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.

23RFP11-RFP
Electrical Construction

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

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

6 UNSWORN DECLARATION

[redacted]

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1210205

Date Filed:
09/05/2024

Date Acknowledged:
09/05/2024

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

Doyle Electric
Marble Falls, 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.

23RFP11-RFP
Electrical Construction

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **83.**

Meeting Date: 09/10/2024

Approval of Purchase of Two Pick-Up Trucks from Lake Country Chevrolet for HAZMAT and Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of two (2) ½ ton PPV pick-up trucks for a total of $113,156.25 from Lake Country Chevrolet for Hazmat and Sheriff's Office through TIPS cooperative contract #210907 and issuance of purchase order.

Background

These vehicles will benefit the Sheriff's Office and the Hazmat Department. These units are approved in the FY 24 budget. The order previously placed with another dealer was unable to be filled. These units are available now and funded for FY 24.

Hazmat: 2024 White Silverado 4WD Crew Cab $55,875.50
Sheriff's Office: 2024 Black Silverado 4WD Crew Cab $57,280.75

Quotes are attached. Hazmat 01-0100-0542-005700, Sheriff's Office 01-0100-0560-005700. From 1295 is attached. Point of Contact is Joy Simonton and Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Quote SO

Vendor Quote HAZMAT

Form 1295 Lake Country Chevrolet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:24 PM
Form Started By: Joy Simonton		Started On: 09/04/2024 08:24 PM
Final Approval Date: 09/05/2024		

PRODUCT PRICING SUMMARY

TIPS USA TIPS RFP 210907 Automobiles

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

End User: WILLIAMSON COUNTY
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: SILVERADO 1500 PPV 9C1
Date: August 26, 2024

A. **Bid Item:** **A. Base Price:** **$ 41,907.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10543	2024 SILVERADO 4WD CREW CAB		Z7Z	2" OFF ROAD LIFT	$ 1,200.00
	SHORT BOX 9C1 PPV	$ 9,195.00	AMF	KEYLESS ENTRY 2 EXTRA	$ 75.00
L84	ENGINE 5.3L ECO TECH V8	$ 1,595.00	A2X	10 WAY DRIVER SEAT	$ 290.00
9G8	DAYTIME HEADLAMP DELETE	$ 50.00	V76	RECOVERY HOOKS FRONT FRAME	
G80	AUTO LOCKING REAR DIFF		ZLQ	WT FLEET CONVENIENCE PACKAGE	$ 370.00
NZZ	SKID PLATES		UF2	CARGO BOX LIGHTING	$ 125.00
Z82	TRAILERING PACKAGE	$ 425.00		Wheels, 20" x 9" Black painted steel	
	7" TOUCH SCREEN			Tires, 275/60R20SL all-terrain, blackwall	
8F2	BADGE DELETE			**Total of B. Published Options:**	**$ 13,325.00**

Published Option Discount (5%) **$ (666.25)**

C. **Unpublished Options** **$=** 3.5 **%**

Description	Bid Price	Options	Bid Price
9L7- UPFITTER SWITCHES	$ 150.00	**EXTERIOR - BLACK**	
JL1- TFRAILR BRAKE CONTROLLER	$ 275.00	INTERIOR - JET BLACK CLOTH H0U	
PQA- 1FL SAFTEY PACKAGE	$ 940.00	VINYL REAR	
		NO CONSOLE ****	
KI4- 120 VOLT ELECTRICAL IN CAB			
AKO-DEEP-TINTED GLASS	$ 200.00	UNITS ON THE GROUND NOW**	
C49-REAR-WINDOW DEFOGGER	$ 225.00		
QTE-EZ LIFT POWER LOCK	$ 150.00		

Total of C. Unpublished Options: **$ 1,940.00**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ 250.00**

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

F. **Contract Price Adjustment:**

G. **Additional Delivery Charge:** 300 **miles** **$ 525.00**

H. **Subtotal:** **$ 57,280.75**

I. **Quantity Ordered** 1 **$ 57,280.75**

J. **Trade in:**

K.

L. **Total Purchase Price** **$ 57,280.75**

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

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

End User: WILLIAMSON COUNTY
Prepared by: SETH GAMBLIN
Contact:
Phone: 512.436.1313
Email:
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Product Description: SILVERADO 1500 PPV 9C1
Date: August 9, 2024

A. **Bid Item:** **A. Base Price:** **$ 41,907.00**

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10543	2024 SILVERADO 4WD CREW CAB	$ -			
	SHORT BOX 9C1 PPV	$ 11,175.00	AMF	KEYLESS ENTRY 2 EXTRA	$ 75.00
L84	ENGINE 5.3L ECO TECH V8	$ 1,595.00	A2X	10 WAY DRIVER SEAT	$ 290.00
9G8	DAYTIME HEADLAMP DELETE	$ 50.00	V76	RECOVERY HOOKS FRONT FRAME	
G80	AUTO LOCKING REAR DIFF		ZLQ	WT FLEET CONVENIENCE PACKAGE	$ 370.00
NZZ	SKID PLATES				
Z82	TRAILERING PACKAGE	$ 425.00		Wheels, 20" x 9" Black painted steel	
	7" TOUCH SCREEN			Tires, 275/60R20SL all-terrain, blackwall	
8F2	BADGE DELETE			**Total of B. Published Options:**	**$ 13,980.00**

Published Option Discount (5%) **$ (699.00)**

C. **Unpublished Options** **$=** 0.0 **%**

Description	Bid Price	Options	Bid Price
		EXTERIOR - WHITE	
		INTERIOR - JET BLACK CLOTH H0U	
		VINYL REAR	
		UNIT ON THE GROUND	
		**	

Total of C. Unpublished Options: **$ -**

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

E. **Lot Insurance (for in-stock and/or equipped vehicles):** **$ 250.00**

F. **Contract Price Adjustment:**

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

H. **Subtotal:** **$ 55,875.50**

I. **Quantity Ordered** 1 **$ 55,875.50**

J. **Trade in:**

K.

L. **Total Purchase Price** **$ 55,875.50**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209617

Date Filed:
09/04/2024

Date Acknowledged:
09/04/2024

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

LAKE COUNTRY CHEVROLET
SILSBEE , TX United States

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

WILLIAMSON COUNTY

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

2024290
FLEET TRUCKS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209617

Date Filed:
09/04/2024

Date Acknowledged:

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

LAKE COUNTRY CHEVROLET
SILSBEE , TX United States

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

WILLIAMSON COUNTY

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

2024290
FLEET TRUCKS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in HARDIN County, State of TEXAS, on the 04 day of SEP (month), 20 24 (year).

Seth Gamblin

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **84.**

Meeting Date: 09/10/2024

Approval of Consent to Assignment from Joe Bland Construction LP to Joe Bland Construction LLC, for the Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Consent to Contract Assignment for Bland Construction LP (the Assignor) and Joe Bland Construction LLC (the Assignee) relating to contract #24IFB32 CR 200 HMAC Widening from Lackey Creek to CR 203 awarded on April 09, 2024, contract #23IFB34 - CR 307 Reconstruction awarded on March 07, 2023, contract #23IFB12 - CR 245 Reconstruction awarded on December 13, 2022, and contract #22IFB141 - CR258 Extension awarded on September 27, 2022, and authorizing the execution of the Consent to Assignment.

Background

Joe Bland Construction LP has changed to Joe Bland Construction LLC. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Joe Bland Construction LLC. The department's point of Contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Joe Bland Consent to Assignment

1295 Joe Blanc Construction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 07:55 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:51 AM
Form Started By: Cheryl Johnson		Started On: 08/22/2024 02:54 PM
Final Approval Date: 09/05/2024		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Joe Bland Construction LP** (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 to **Joe Bland Construction LLC** (hereinafter "Assignee") in the contract(s) described as follows:

> Contract **#24IFB32 - CR 200 HMAC Widening from Lackey Creek to CR 203** by and between County and Assignor, being awarded by County to Assignor on **April 09, 2024**;
> Contract **#23IFB34 - CR 307 Reconstruction**, by and between County and Assignor, being awarded by County to Assignor on **March 07, 2023**;
> Contract **#23IFB12 - CR 245 Reconstruction** by and between County and Assignor, being awarded by County to Assignor on **December 13, 2022**;
> Contract **#22IFB141 - CR258 Extension** by and between County and Assignor, being awarded by County to Assignor on **September 27, 2022** which is incorporated herein by reference for all purposes (hereinafter "Contract).

In consideration of the mutual promises and covenants contained herein, the 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, the Assignee shall fully perform all services and/or provide all goods in accordance with the terms and conditions of the Contract as if the 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:

By: **Joe Bland Construction LP**

Printed Name: STEVE PACK

Title: CFO

Date: 08/30/2024 _____, 20___

ASSIGNEE:

By: **Joe Bland Construction LLC**

Printed Name: STEVE PACK

Title: CFO

Date: 08/30/2024 _____, 20___

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1202054

Date Filed:
08/16/2024

Date Acknowledged:
08/16/2024

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

Joe Bland Construction, LLC
Austin, TX United States

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

Williamson County

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

24IFB32
CR 200 Widening

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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Joe Bland Construction, LLC
Austin, TX United States

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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.

24IFB32
CR 200 Widening

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

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

6 UNSWORN DECLARATION

[redacted], [redacted].

[redacted], [redacted], TX [redacted], [redacted].

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

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

Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 09/10/2024

Award of RFSQ #24RFSQ13 Wilco Land Surveying Services to Walker Texas Surveyors, Inc. for Road Bonds

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ13 Wilco Land Surveying Services to Walker Texas Surveyors, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement.

Background

Walker Texas Surveyors, Inc was recommended for award on 03.19.2024 item #69, through RFSQ #24RFSQ13, which established a group of top ranked firms, to assist Williamson County staff to provide Land Surveying Services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. This firm was initially unresponsive when processing the other seven (7) Road Bond On-Call Survey contracts due to health but has since returned and submitted the paperwork. The firms who are awarded On-Call Materials Land Surveying Services could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker Texas Land Surveying Contract

Form 1295 Walker Texas Surveyors complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 09:33 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:55 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:34 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR SURVEYING SERVICES

FIRM: **Walker Texas Surveyors, Inc.** **("Surveyor")**
ADDRESS: **1800 Main St Liberty Hill TX 78642**
PROJECT: **24RFSQ13 Land Surveying Services Road Bond On-Call** **("Project")**

THIS CONTRACT FOR SURVEYING 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 Surveyor, and such Contract is for the purpose of contracting for professional surveying services.

RECITALS:

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

WHEREAS, County and Surveyor desire to contract for such professional surveying services; and

WHEREAS, County and Surveyor 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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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

A. Non-collusion. Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or surveyor 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. Surveyor must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Surveyor covenants and represents that Surveyor, 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
SURVEYING SERVICES

Surveyor shall perform Surveying Services as identified in **Exhibit B** entitled "Surveying 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 Surveyor to perform one or more tasks of the Surveying 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 Surveyor of all Surveying Services and a fee amount agreed upon by the County and Surveyor. 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 Surveyor'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 Surveyor shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Surveyor from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Surveying Services take longer than shown on the Work Authorization, through no fault of Surveyor, Surveyor 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. The Surveyor is expected to complete the Surveying Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Surveyor does not perform the Surveying 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 Surveying Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Surveyor acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Surveying 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, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

C. Commencement of Surveying Services. After execution of this Contract, Surveyor shall not proceed with Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Surveyor agrees to accept up to the amount shown below as full compensation for the Surveying 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 Surveying 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 **Five-Hundred Thousand Dollars ($500,000.00)** (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 Surveying Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Surveying 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 Surveyor shall receive compensation for only actual fees and costs of the Surveying 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 Surveying Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Surveyor shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Surveying 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 Surveying Services shall be an absolute condition of payment.

Surveyor 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 Surveyor without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, 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 Surveying 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 each progress report, Surveyor shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Surveying Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Surveying Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Surveying Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Surveying Services performed. Surveyor 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 invoices 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 invoice. Final payment does

not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Surveyor 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 Surveyor 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.

Surveyor 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, the Surveyor's ability to charge a late fee shall not apply in the event:

A. There is a bona fide dispute between County and Surveyor 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 Surveyor and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Surveying Services performed which causes the payment to be late;

D. Surveyor's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

The County Auditor shall document to Surveyor 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 SURVEYING SERVICES

The Surveyor shall not proceed with any task of the Surveying Services until Surveyor has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to to proceed with the applicable Surveying Services. The County shall not be responsible for work performed or costs incurred by Surveyor 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. Surveyor 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:

County's Road Bond Program Manager
HNTB Corporation
Attn: Christen Eschberger
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

County shall have the right, from time to time, to change the County's Designated Representative by giving Surveyor 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 Surveyor 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.

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

Charles Walker, RPLS, Vice President
Walker Texas Surveyors, Inc.
1800 Main St
Liberty Hill, TX 78642

Surveyor shall have the right, from time to time, to change the Surveyor'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 Surveyor under this Contract, the Surveyor'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 Surveyor's Designated Representative on behalf of Surveyor 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 Surveyor's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Surveyor's Designated Representative shall be binding on Surveyor. Surveyor's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Surveyor.

ARTICLE 10
PROGRESS EVALUATION

Surveyor shall, from time to time during the progress of the Surveying Services, confer with County at County's election. Surveyor 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 Surveying Services. At the request of County or Surveyor, conferences shall be provided at Surveyor'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 Surveying Services. County may, from time to time, require Surveyor to appear and provide information to the Williamson County Commissioners Court.

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

Surveyor shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Surveying 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 Surveying 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 Surveying Services, but not to terminate this Contract, then such suspension may be effected by County giving Surveyor 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 Surveying 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 Surveying 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, Surveyor shall have the option of terminating this Contract and, in the event, Surveyor shall be compensated for all Surveying Services performed and reimbursable expenses incurred, provided such Surveying Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Surveying 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 Surveying Services performed or costs incurred prior to the date authorized by County for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL SURVEYING SERVICES

If Surveyor 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 Surveying Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Surveying Services, County shall so advise Surveyor 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 Surveying Services must be set forth in such Contract Amendment. Surveyor shall not perform any proposed Additional Surveying 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 Surveying Services, a written Work Authorization, which sets forth the Additional Surveying Services to be performed, must be executed by the parties. County shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to Additional Surveying Services not directly associated with the performance of the Surveying Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED SURVEYING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services under this Contract, then Surveyor shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Surveying Services and paid for as specified under Article 12.

Surveyor shall make revisions to Surveying 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 Surveying 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 Surveying 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 data or programs stored electronically, (hereinafter referred to as "Surveying Work Products") prepared by Surveyor 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 Surveying Work Products under this Contract Surveying Work Products shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Surveyor for the specific purpose intended, shall be at County's sole risk and without liability to Surveyor.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Surveyor 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 Surveying Work Products developed under this Contract. Copies may be retained by Surveyor. Surveyor 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 Surveyor or anyone connected with Surveyor, including agents, employees, Surveyors or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Surveyor without cost to County.

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

The parties shall mutually agree to an electronic format for Surveying Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Surveying Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Surveying Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Surveyor shall have no liability for changes made to the Surveying Work Products by other surveyors subsequent to the completion of the Project. Any such change shall be sealed by the surveyor making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. All employees of Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Surveyor who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the Project when so instructed by County. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than County. Surveyor may not change the Project

Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF SURVEYING SERVICES

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

A. Completion. All surveying documents shall be submitted by Surveyor 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 Surveying Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Surveyor in writing within such thirty (30) day period if such Surveying Services have been found to be incomplete. If the submission is Complete, County shall notify Surveyor and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Surveying Services for compliance with this Contract. If necessary, the completed Surveying Services shall be returned to Surveyor, who shall perform any required Surveying Services and resubmit it to County. This process shall be repeated until the Surveying 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, Surveyor 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 Surveying Services have been fully carried out.

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

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

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

F. County's Reliance on Surveyor. SURVEYOR'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 OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE SURVEYOR 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 SURVEYOR'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE SURVEYING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

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 Surveyor, as a consequence of failure by Surveyor to perform the Surveying 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 Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- **E.** By satisfactory completion of all Surveying 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 Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, County shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying 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 Surveyor defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Surveyor, then County shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to County, the cost to County of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to County of the Surveying 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 Surveyor to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Surveyor 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. Surveyor shall furnish County with satisfactory proof of his/her/its compliance.

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

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

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

ARTICLE 22
INDEMNIFICATION

SURVEYOR 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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY SURVEYOR, SURVEYOR'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH SURVEYOR INCLUDING, WITHOUT LIMITATION, SURVEYOR'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH SURVEYOR EXERCISES CONTROL.

SURVEYOR 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 SURVEYOR'S FAILURE TO PAY SURVEYOR'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY SURVEYOR.

SURVEYOR 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 SURVEYOR IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT SURVEYOR'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 SURVEYOR IS NOT LEGALLY LIABLE, SURVEYOR'S OBLIGATIONS SHALL BE IN PROPORTION TO SURVEYOR'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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN SURVEYOR IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. SURVEYOR SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT SURVEYOR, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER

ENTITIES OVER WHICH SURVEYOR 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 SURVEYOR, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH SURVEYOR EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
SURVEYOR'S RESPONSIBILITIES

Surveyor shall be responsible for the accuracy of his/her/its Surveying 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 Surveyor's responsibilities for all questions arising from surveying errors and/or omissions, subject to the dispute resolution provisions of Article 33. Surveyor 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
SURVEYOR'S SEAL

The responsible surveyor shall sign, seal and date all appropriate surveying submissions to County in accordance with the Texas Professional Land Surveying Practices Act and the rules of the Texas Board of Professional Land Surveying.

ARTICLE 25
INSURANCE

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

A. Coverage Limits. Surveyor, at Surveyor'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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its

directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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.** Surveyor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Surveyor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Surveyor is responsible hereunder, Surveyor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Surveyor's insurance must be declared and approved in writing by County in advance.

D. **Commencement of Work.** Surveyor 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, Surveyor 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 Surveyor 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.** Surveyor shall furnish County with a certification of coverage issued by the insurer. Surveyor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Surveyor 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 Surveyor, 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 Surveyor, Surveyor 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, including the required

provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Surveyor's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Surveyor's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Surveyor hereunder.

Surveyor shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Surveyor 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 and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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 Surveyor shall be borne solely by Surveyor, 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 Surveyor 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. Surveyor 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
SURVEYOR'S ACCOUNTING RECORDS

Surveyor agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Surveying 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. Surveyor 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 Surveyor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Surveyor further agrees that County shall have access during normal working hours to all necessary Surveyor 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 Surveyor 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Surveyor: __WalkerTexasSurveyors,Inc._
__Charles Walker, RPLS_____
1800 Main St
__Liberty Hill _TX__,78642___

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying 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. Surveyor 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 Surveyor's standard of performance as defined herein. Where damage is caused to County due to Surveyor's negligent failure to perform County may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Surveyor 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 surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor'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 Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional surveyor. However, since Surveyor 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, Surveyor does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Surveyor 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 Surveyor 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 Surveyor), whether or not it results from or involves any action or failure to act by the Surveyor or any employee or agent of the Surveyor and which arises in any manner from the performance of this Contract, the Surveyor 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 Surveyor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Surveyor, 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 Surveyor'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. Surveyor 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 Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Surveyor 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, Surveyor, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Surveyor 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 Surveyor, 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 Surveyor 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 Surveyor 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 Surveyor of the Surveyor'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 Surveyor 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 Surveyor 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 Surveyor'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 Surveyor under the contract until the Surveyor complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Surveyor 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 Surveyor 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 Surveyor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Surveyor may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Surveyor 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 Surveyor, 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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20____

SURVEYOR

Walker Texas Surveyors, Inc.

By_____

Printed Name: _____Charles Walker_____

Title: ____Vice President_____

Date: _____April_ __24__, 2024____

APPROVED
By Christen Eschberger at 10:26 am, Aug 01, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Surveying 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 Surveyor 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.

Walker Texas Surveyors, Inc
Name of Firm

Signature of Certifying Official

Charles Walker
Printed Name of Certifying Official

Vice President
Title of Certifying Official

April 24, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Charles Walker _____ the Vice President of Walker Texas Surveyors, Inc, on behalf of said firm.

ROSA VILLEGAS
Notary Public, State of Texas
My Comm. Exp. 02-05-2023
ID No. 134745533

Rosa Villegas
Notary Public in and for the
State of Texas

My commission expires: 2-5-23

EXHIBIT B

SURVEYING SERVICES

General Work Description: Provide land surveying services to develop On-Call (as requested) Projects in the Road Bond Program.

The Surveyor may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – SURVEYING

TASK 3 – RIGHT-OF-WAY (ROW) MAPPING

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 Surveying 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 "Surveyor").

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

_____

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Surveyor may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Surveyor for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

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

EXHIBIT D

RATE SCHEDULE

Walker Texas Surveyors, Inc.

Effective January 1, 2024, the following rates apply for work performed on an hourly-charge basis.

DIRECT LABOR

Classification	Rates
RPLS	$180.00 per hour
Project Manager	$210.00 per hour
Field Coordinator	$150.00 per hour
Senior Survey Technician	$145.00 per hour
CAD Draftsman	$110.00 per hour
Administrative/Research	$90.00 per hour
One (1) Person Field Crew	$155.00 per hour
Two (2) Person Field Crew	$210.00 per hour
Additional Crewmember	$55.00 per hour
Aerial Drone Operations	$375.00 per hour
Extra Vehicle – ATV/4 Wheeler	$300.00 per day

DIRECT EXPENSES

Transportation:	
By Firm's Passenger Vehicles (Note 1)	Current IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate 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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown,

Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal

reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not

obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees

10.27 Sales tax on goods purchased

10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209447

Date Filed:
09/04/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
WALKER TEXAS SURVEYORS INC
Liberty Hill, 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.
24RFSQ13
Land Surveying Services Road Bond On-Call

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walker, Karen	Liberty Hill, TX United States	X	
Walker, Charles	Liberty Hill, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Liberty Hill (city), TX (state), 78642 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 4 day of September (month) 2024 (year).

Karen Walker
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209447

Date Filed:
09/04/2024

Date Acknowledged:
09/05/2024

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

WALKER TEXAS SURVEYORS INC
Liberty Hill, 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.

24RFSQ13
Land Surveying Services Road Bond On-Call

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walker, Karen	Liberty Hill, TX United States	X	
Walker, Charles	Liberty Hill, 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 **86.**

Meeting Date: 09/10/2024

Award of RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to Atlas Technical Consultants, LLC for Road Bond

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 to Atlas Technical Consultants, LLC, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding Source is Road Bonds.

Background

Atlas Technical Consultants, LLC was recommended for award on 03.19.2024 item #66, through RFSQ #24RFSQ12, which established a group of top ranked firms, to assist Williamson County staff to provide Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. Atlas Technical Consultants, LLC, is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded On-Call Materials Testing & Geotechnical Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas Engineering Contract

Form 1295 Atlas Technical Consultants complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:00 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:56 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:35 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Atlas Technical Consultants, LLC** **("Engineer")**
ADDRESS: **3989 Highway 290 East**
Dripping Springs, TX 78620
PROJECT: **24RFSQ12 Materials Testing and Geotechnical Engineering Services**
Road Bond On-Call ("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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. 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. 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 on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. 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 received an executed Work Authorization, which serves as the County's written notice 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 **Five-Hundred Thousand Dollars ($ 500,000.00)** (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. CAE

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 mutually 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 the County's Road Bond Program Manager, as identified herein-below, 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 each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoices 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 invoice. 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, the Engineer's ability to charge a late fee shall 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;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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 received an executed Work

Authorization, which serves as the County's written notice to, 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:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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:

Jimmy Baldwin
Atlas Technical Consultants, LLC
3989 Highway 290 East
Dripping Springs , TX 78620

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 through the County's Designated Representative. 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, without written verification or adaptation by Engineer for the specific purpose intended, 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.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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 OR ITS AUTHORIZED REPRESENTATIVE 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.

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

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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR 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 REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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 $200,000 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, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

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, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: **Atlas Technical Consultants, LLC**
3989 Hwy 290 East
Dripping Springs, TX 78620

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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

__Atlas Technical Consultants, LLC_____

By: _____ William M Barnett, P.E. _____

Printed Name: _Will Barnett_____

Title: _Sr Vice President Operations_____

Date: _ ____April 10_____ ____, 20_24____

APPROVED
By Christen Eschberger at 10:30 am, Aug 01, 2024

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.

Atlas Technical Consultants
Name of Firm

William M Barnett, PE
Signature of Certifying Official

Will Barnett
Printed Name of Certifying Official

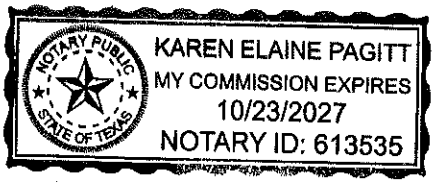
Sr. Vice President Central Operations
Title of Certifying Official

February 13, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by KAREN ELAINE PAGITT
13 the FEBRUARY of 2024, on behalf of said firm.



Karen Elaine Pagitt
My commission expires: 10/23/27

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – GEOTECHNICAL SERVICES

TASK 3 – CONSTRUCTION PHASE SERVICES

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").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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:
_____	Williamson County, Texas
By:_____	By:_____
Signature	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

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the 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.

ATLAS Technical Consultants LLC - Dripping Springs Price List			
Field Technician	**Unit**	**Unit Cost**	
		Reg.	**OT**
1A	hr.	$76	$90
1B	hr.	$76	$90
Soils	hr.	$76	$90
Concrete	hr.	$76	$90
CWI	hr.	$76	$90
Nuclear Gauge Calibration	hr.	$87	
Concrete Plant/Truck Inspection	hr.	$87	
- Add Engineer Report/Review	ea	$200	
Asphalt Distributor Calibration	hr.	$87	
- Add Engineer Report/Review	ea.	$217	
Add Equipment Fee	ea.	$109	
Senior Engineer	hr.	$225	
Engineer	hr.	$167	
EIT	hr.	$98	
Project Manager	hr.	$113	
Admin	hr.	$53	
Mileage- State Allowable Rate (Portal to Portal)- outside Austin ETJ	mile	$0.670	
Trip or Vehicle Charge- within Austin ETJ	trip	$66.00	

Core Taking (2 Hr Min. Tech Time & Trip not included)			
HMAC or Concrete Core	**Test Method**	**Unit**	**Unit Cost**
Coring Equipment Mobilization		trip	$87.00
0-6"	Tex-140-E (Min. of 3)	ea.	$110.00
6-10"		ea.	$127.00
10-14"		ea.	$173.00
> 14"		Additional $5/ inch	
Base Depth Check	**Test Method**	**Unit**	**Unit Cost**
0-6"	Tex-423-A (Min. of 3)	ea.	$109.00
6-10"		ea.	$120.00
10-14"		ea.	$136.00
> 14"		Additional $5/ inch	

Expedite fee: $150.00 or 20% of Expedited Testing Bill (whichever is greater!)

Rubber Blend Design	ea.	$1,084
Optimum Foaming Water Percent and Temperature (Half-Life Only)	ea.	$1,355
Foamed Asphalt Mix Design (Includes Half-Life)**	ea.	$6,504
Engineered Emulsion Mix Design*	ea.	$4,119

** Charge for each additional point over our standard (3 points) report: $150*

*** Charge for each additional point over our standard (2 points) report: $500*

Soils & Aggregates (100-E Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sample Preparation	Tex-101-E	ea.	$58
Moisture Content	Tex-103-E	ea.	$60
Atterberg Limits (Plasticity Index)	Tex-104-E, 105-E & 106-E	ea.	$109
Linear Bar Shrinkage	Tex-107-E	ea.	$109
Sieve Analysis (Dry Gradation)	Tex-110-E, Pt. 1	ea.	$82
Sieve Analysis (Washed Gradation)	Tex-110-E, Pt. 2	ea.	$98
Determining amount of material in soils finer than #200	Tex-111-E	ea.	$107
Moisture- Density Relationship (Proctor)	Tex-113-E	ea.	$403
Moisture- Density Relationship (Proctor) soil	Tex-114-E	ea.	$326
1-Point Proctor	Tex-113-E	ea.	$109
-Sample Preparation on 1 Point Proctor		ea.	$55
In-Place Density (Nuclear Method)	Tex-115-E, Part II (Min. of 3)	ea.	$60
Wet Ball Mill	Tex-116-E	ea.	$288
Texas Triaxial Compression (per mold)	Tex-117-E, 1 mold	ea.	$326
Texas Triaxial Compression (Triaxial Classification)	Tex-117-E, Part I	ea.	$1,979
Texas Triaxial Compression (Flexible Base)	Tex-117-E, Part II	ea.	$1,193
Full Triaxial Testing *** (Add Sample Prep)	* See Note	ea.	$2,277
Soil-Cement Testing	Tex-120-E, Part I	ea.	$1,735
Soil-Cement Testing (Ea. Mold)	Tex-120-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part I	ea.	$1,735
Soil-Lime Testing	Tex-121-E, Part II	ea.	$380
Soil-Lime Testing	Tex-121-E, Part III	ea.	$380
Lime-Fly Ash Compression	Tex-127-E	ea.	$1,193
Soil pH	Tex-128-E / ASTM 2974	ea.	$109
Resistivity	Tex-129-E	ea.	$326
-Charge for Sample Prep on Resistivity		ea.	$109
Tube Suction Test	Tex-144-E	ea.	$109
Sulfate Content	Tex-145-E	ea.	$244
Conductivity of Soils	Tex-146-E	ea.	$82
Soil Organic Content Using UV-Vis Method	Tex-148-E	ea	$434
Hydrometer Analysis	AASHTO T 88	ea.	$488
Aggregate Grading	AASHTO T-27	ea.	$114
California Bearing Ratio	AASHTO T 193/ ASTM D 1883	ea.	$1,193
DCP Testing	ASTM D6951	ea.	$93

****** Full Triaxial Testing includes <u>one</u> of each of the following: Washed Gradation, Atterberg Limits, Moisture- Density Relationship, Wet Ball Mill & Texas Triaxial (Tex-113, Tex-117, Tex-116, Tex-104, 105, 106, Tex-110)***

Bituminous (200-F Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Dry Sieve Analysis (Gradation)	Tex-200-F, Part I	ea.	$60
Washed Sieve Analysis (Gradation)	Tex-200-F, Part II	ea.	$93
Bulk Specific Gravity & % Absorption	Tex-201-F	ea.	$93
Apparent Specific Gravity	Tex-202-F	ea.	$93
Sand Equivalent	Tex-203-F	ea.	$93
Mix Design (incl. Hamburg)	Tex-204-F	ea.	$3,252
Mix Design (incl. Hamburg & Overlay)	Tex-204-F	ea.	$3,632
Airport Mix Design	FAA P401/P403	ea.	$4,336
Mixing	Tex-205-F	set of 3	$93
Molding (TGC) Per Set	Tex-206-F	set of 3	$76
Molding (SPC) Superpave	Tex-206-F	set of 2	$76
Laboratory-Molded Density	Tex-207-F, Part I	set of 3	$55
In-Place Density (Core Testing)	Tex-207-F, Part I	ea.	$28
In-Place Density (Nuclear Method)	Tex-207-F, Part III (Min. of 3)	ea.	$33
In-Place Air Voids (CoreLok)	Tex-207-F, Part VI	set of 2	$82
Hveem Stability (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-208-F	set of 3	$131
Asphalt Content by Extraction & Gradation	Tex-210-F	ea.	$201
Asphalt Content by Extraction Only	Tex-210-F	ea.	$141
Asphalt Recovery from Abson Process- Abson Recovery (Add Extraction only)	Tex-211-F	ea.	$271
Moisture Content	Tex-212-F	ea.	$55
Hydrocarbon Volatile Content	Tex-213-F	ea.	$109
Deleterious Material	Tex-217-F	ea.	$55
Decantation	Tex-217-F, Part II	ea.	$109
Flakiness Index	Tex-224-F	ea.	$109
Indirect Tensile Strength (Add Mixing & Molding & Lab-Molded Density if Applicable)	Tex-226-F	ea.	$55
Theoretical Maximum Specific Gravity (Rice Gravity)	Tex-227-F	ea.	$71
Drain-down Test	Tex-235-F	ea.	$82
Asphalt Content by Ignition Oven & Gradation	Tex-236-F	ea.	$201
Asphalt Content by Ignition Oven Only	Tex-236-F	ea.	$141
Full Hot Mix Testing ^	* See Note	ea.	$526
Ignition Oven Correction Factors ^^	Tex-236-F	set of 2	$542
Ignition Oven Correction Factors ^^	Tex-236-F	set of 1	$326
Hamburg Wheel-Tracking Test ^^^	Tex-242-F	ea.	$542
Cantabro Loss	Tex-245-F	ea.	$217
Overlay Test	Tex-248-F	ea.	$813
Flat and Elongated Particles	Tex-280-F	ea.	$109

^ Full Hot Mix Testing includes the following: Asphalt Content & Gradation, Molding- Set of 3, Lab Density- Set of 3, Hveem Stability- Set of 3 & Rice Gravity

^^ Set of Ignition Oven Correction Factors = 3 Diff AC + 2 Blanks (For TxDOT & Contractor = 2 Sets)

Concrete (400-A Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Sieve Analysis of Fine and Coarse Aggregate & Fineness Modulus	Tex-401-A & Tex-402-A	ea.	$93
Saturated Surface-Dry Specific Gravity & Absorption of Aggregates	Tex-403-A	ea.	$93
Unit Weight	Tex-404-A	ea.	$93
Percent Solids and Voids in Concrete Aggregates	Tex-405-A (incl. Tex-403-A & Tex-404-A to calculate)	ea.	$239
Material Finer than 75 Micrometer (No. 200) Sieve in Mineral Aggregates (Decantation)	Tex-406-A, Part I	ea.	$109
% Limestone in Decantation Material	Tex-406-A, Part III	ea.	$380
Organic Matter Content	ASTM D 2974	ea.	$109
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	ea.	$109
Los Angeles Abrasion ^^^	Tex-410-A	ea.	$337
Magnesium or Sodium Sulfate Soundness	Tex-411-A	ea.	$337
Deleterious Material (refer to ASTM C 142 for fine agg)	Tex-413-A	ea.	$109
Concrete Cylinder Compressive Strength	Tex-418-A	ea.	$28
Concrete Flexural Beam Compressive Strength	Tex-419-A	ea.	$28
Pressure Slake	Tex-431-A	ea.	$271
Freezer Thaw	Tex-432-A	ea.	$271
24 Hr Water Absorption	Tex-433-A	ea.	$93
Polish Test for Coarse Aggregate	AASHTO T 279/ Tex-438-A	ea.	$1,681
Coarse Aggregate Angularity (Crushed Faces)	Tex-460-A	ea.	$60
Micro-Deval Abrasion	Tex-461-A	ea.	$337
Moisture Susceptibility	Tex-530-C	ea.	$60
Clay Lumps & Friable Particles in Coarse Aggregates	ASTM C 142	ea.	$217
Clay Lumps & Friable Particles in Fine Aggregates	ASTM C 142	ea.	$109
Alkali-Silica Reactivity (ASR)	AASHTO T 303 (ASTM C 1260 ASTM C1567	ea.	$1,626
Uncompacted Void of Fine Aggregate (Add Bulk Specific Gravity & Absorption for calculation)	AASHTO T-304	ea.	$93

Asphalt (500-C Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Boil Test	Tex-530-C	ea.	$60.00
Rubber Property—Resilience by Vertical Rebound	ASTM D2632	ea.	$60.00
Accelerated Aging of Asphalt Binder Using a Pressurized Aging Vessel	AASHTO R 28	ea.	$196.00
Solubility of Bituminous Materials	Tex-507-C/AASHTO T 44	ea.	$196.00
Flash and Fire Points by Cleveland Open Cup	Tex-504-C/AASHTO T 48	ea.	$120.00
Penetration of Bituminous Materials	Tex-502-C/AASHTO T 49	ea.	$120.00
Float Test for Bituminous Materials	Tex-519-C/AASHTO T 50	ea.	$120.00
Ductility of Asphalt Materials	Tex-503-C/AASHTO T 51	ea.	$217.00
Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-505-C/AASHTO T 53	ea.	$163.00
Distillation of Cutback Asphalt Products	Tex-515-C/AASHTO T 78	ea.	$217.00
Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C/AASHTO T 179	ea.	$109.00
Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C/AASHTO T 201	ea.	$131.00
Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C/AASHTO T 202	ea.	$136.00
Specific Gravity (Pycnometer)	Tex-508-C/AASHTO T 228	ea.	$131.00
Rolling Thin-Film Oven Testing	AASHTO T 240	ea.	$271.00
Specific Gravity of Liquid Asphalts by Hydrometer (Cutback)	AASHTO T 295	ea.	$131.00
Elastic Recovery Test of Bituminous Materials by Means of a Ductilometer	Tex-539-C/AASHTO T 301	ea.	$271.00
Determining the Flexural Creep Stiffness of Asphalt Binder Using the Bending Beam Rheometer (BBR)	AASHTO T 313	ea.	$174.00
Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)	AASHTO T 315	ea.	$109.00
- Additional DSR Readings	AASHTO T 315	ea.	$60.00
Viscosity Determination of Asphalt Binder Using Rotational Viscometer	AASHTO T 316	ea.	$114.00
MultipleStress Creep and Recovery (MSCR) at 64° C, 25mm plate, 1mm gap	AASHTO T 350	ea.	$55.00
Cement Mixing	AASHTO T 59	ea.	$114.00
Demulsibility	AASHTO T 59	ea.	$131.00
Density	AASHTO T 59	ea.	$131.00
Particle Charge	AASHTO T 59	ea.	$114.00
Residue by Distillation	AASHTO T 59	ea.	$217.00
- Additional Distillation	AASHTO T 59 or AASHTO T 78	ea.	$109.00
Residue by Evaporation	AASHTO T 59	ea.	$114.00
Saybolt Viscosity at 25° C (77°F)	AASHTO T 59	ea.	$131.00
Saybolt Viscosity at 50° C (122°F)	AASHTO T 59	ea.	$141.00
Sieve Test	AASHTO T 59	ea.	$114.00
Settlement and Storage Stability (Emulsion)	AASHTO T 59/ASTM D6930	ea.	$82.00
Specific Gravity (Emulsion)	AASHTO T 59/ASTM D6937	ea.	$82.00
Spot Test of Asphaltic Materials	Tex-509-C/AASHTO T 102	ea.	$217.00

Water in Petroleum Products and Bituminous Materials by Distillation	ASTM D95	ea.	$103.00
Polymer Separation, 48 hr.	Tex-540-C	ea.	$114.00
Asphalt Binder Water in Petroleum	Tex-501-C/AASHTO T 55	ea.	$71.00
Flash Point with Tag Open-Cup Apparatus for Use with Material Having a Flash Point Less Than 93ºC (200ºF)	Tex-512-C/AASHTO T 79	ea.	$109.00
Saybolt Viscosity	Tex-513-C/AASHTO T 72	ea.	$141.00

Chemical (600-J Series)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Testing Lime- % Solids	Tex-600-J, Part III	ea.	$114
Acid Insoluble Residue for Fine Aggregate	Tex-612-J/ ASTM D 3042	ea.	$380
Aluminum Oxide Content	ASTM C 25	ea.	$868
Chloride (CI)	ASTM D 512	ea.	$60
Sulfate (SO4)	ASTM D 516	ea.	$60
Alkalies (Na2O + .0658K20)	ASTM D 4191 & D 4192	ea.	$60
Total Solids	AASTHO T 26	ea.	$114
Methylene Blue Value	AASHTO T 330	ea.	$380

SCM Patching Mix (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Kinematic Viscosity	AASHTO T 201 (ASTM D 2170	ea.	$66
Water %	AASHTO T 55 (ASTM D 95)	ea.	$66
Flash Point	AASHTO T 79	ea.	$60
Distillation Test	AASHTO T 78 (ASTM D 402)	ea.	$163
Tests on Distillation Residue		ea.	-
Penetration	AASHTO T 49 (ASTM D 5)	ea.	$120
Solubility in Trichloroethylene	AASHTO T 44 (ASTM D 2042)	ea.	$196
			-
Residual Asphalt content, exclusive of volatiles	Tex-210-F	ea.	$141
Hydrocarbon Volatile Content of mix, percent by weight	Tex-213F	ea.	$163
Moisture Content	Tex-212 Part I	ea.	$55
Hveem Stability	Tex-208F	ea.	$131
Gradation Sieve	Tex-200-F, Part II	ea.	$93
Lab Molded Density	Tex-207-F, Part I	ea.	$55
AC %		ea.	$141
Resistance to water damage		ea.	$55
Engineer Review (2 hrs)		ea.	$326

Rapid Cure (can include different tests below)			
Test For	**Test Method**	**Unit**	**Unit Cost**
Gradation	Tex-200-F, Part II	ea.	$93
Asphalt Content		ea.	$136
Hydrocarbon Vol Content	Tex-213F	ea.	$109
Moisture Content	Tex-212 Part I	ea.	$109
Abson Recovery		ea.	$271
Distillation Range		ea.	$217
Pen		ea.	$55
Duct		ea.	$55
Stability As is		ea.	$131
Stability Cured		ea.	$131
Lab Molded Density (mold, GA, GR)		ea.	$174
Resistance to Moisture		ea.	$55
Engineer Review (2 hrs)		ea.	$326

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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only

allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134992

Date Filed:
03/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Atlas Technical Consultants
Austin, TX United States

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

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.
24RFSQ12
Testing and Inspection Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GI Partners	San Francisco, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Hays County, State of Texas, on the 15 day of March (month), 2024 (year).

Joe Fiello
Digitally signed by Joe Fiello
Date: 2024.03.19 10:03:37 -05'00'
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1134992

Date Filed:
03/15/2024

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03/19/2024

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

Atlas Technical Consultants
Austin, TX United States

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

Williamson County, Texas

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.

24RFSQ12
Testing and Inspection Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
GI Partners	San Francisco, CA 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 **87.**

Meeting Date: 09/10/2024

Award of RFSQ#24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to Raba Kistner, Inc. for Road Bond

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ12 Williamson County Materials Testing and Geotechnical Engineering services to Raba Kistner, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding Source- Road Bonds.

Background

Raba Kistner, Inc was recommended for award on 03.19.2024 item #66, through RFSQ #24RFSQ12, which established a group of top ranked firms, to assist Williamson County staff to provide Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. Raba Kistner, Inc., is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded On-Call Materials Testing & Geotechnical Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source isProject: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Raba Kistner, Inc Engineering Contract

Form 1295 Raba Kistner complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 09:35 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:57 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:35 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Raba Kistner, Inc ("Engineer")**
ADDRESS: **8100 Cameron Road, Suite B-150, Austin, TX 78754**

PROJECT: **24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond On-Call ("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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. 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. 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 on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. 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 received an executed Work Authorization, which serves as the County's written notice 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 **Five-Hundred Thousand Dollars ($ 500,000.00)** (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. CAE

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 mutually 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 the County's Road Bond Program Manager, as identified herein-below, 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 each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoices 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 invoice. 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, the Engineer's ability to charge a late fee shall 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;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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 received an executed Work

Authorization, which serves as the County's written notice to, 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:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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:

Yvonne Garcia Thomas, P.E.
Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754

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 through the County's Designated Representative. 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, without written verification or adaptation by Engineer for the specific purpose intended, 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.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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 OR ITS AUTHORIZED REPRESENTATIVE 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.

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

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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR 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 REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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 $200,000 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, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's

subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

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, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: Yvonne Garcia Thomas, P.E.
Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754

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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

Raba Kistner, Inc.

By: Yvonne G. Thomas

Printed Name: Yvonne Garcia Thomas, P.E.

Title: Vice President

Date: May 14, 2024

APPROVED
By Christen Eschberger at 2:43 pm, Aug 01, 2024

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.

Raba Kistner, Inc.
Name of Firm

Yvonne G. Thomas
Signature of Certifying Official

Yvonne Garcia Thomas, P.E.
Printed Name of Certifying Official

Vice President
Title of Certifying Official

May 14, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Yvonne G. Thomas the Vice President of **ENGINEER**, on behalf of said firm.

LARA T. OLIVAREZ
Notary Public, State of Texas
Comm. Expires 10-11-2026
Notary ID 131757115

Notary Public in and for the
State of Texas Lara T. Olivarez

My commission expires: 10/11/26

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – GEOTECHNICAL SERVICES

TASK 3 – CONSTRUCTION PHASE SERVICES

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").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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:
_____	Williamson County, Texas
By:_____	By:_____
Signature	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

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the 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.

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING CONSULTING SERRVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.

EXHIBIT D - RATE SCHEDULE

	2024 PRICE	Unit
Principal	$ 255.00	HR
Senior Geotechnical Engineer	$ 233.58	HR
Senior Project Manager	$ 207.06	HR
Project Manager	$ 204.10	HR
Geotechnical Engineer (Design Engineer)	$ 182.03	HR
Project Engineer	$ 159.12	HR
Engineer in Training	$ 146.07	HR
Geologist	$ 154.02	HR
Environmental Scientist	$ 129.54	HR
Geotechnical Logger	$ 119.02	HR
CADD Technician	$ 104.81	HR
Senior Geotechnical Engineering Technician	$ 91.80	HR
Geotechnical Laboratory Technician	$ 82.74	HR
Geotechnical Engineering Technician	$ 77.22	HR
Archaeologist	$ 137.70	HR
GIS	$ 110.16	HR
Admin/Clerical	$ 71.40	HR

DIRECT EXPENSES

	2024 PRICE	Unit
Lab Testing (Moisture Content)	$ 16.65	TEST
Lab Testing (Atterberg Limit)	$ 125.84	TEST
Lab Testing (Percent Passing No. 200 Sieve)	$ 70.75	TEST
Lab Testing (Sieve Analysis)	$ 120.04	TEST
Lab Testing (Hydrometer)	$ 391.65	TEST
Lab Testing (Corrosivity:Chloride, pH, Resisitivity.	$ 186.95	TEST
Lab Testing (Unconfined Compression –Soil)	$ 75.46	TEST
Lab Testing (Unconfined Compression – Rock)	$ 41.92	TEST
Lab Testing (Direct Shear)	$ 650.18	TEST
Lab Testing (Sulfate Testing)	$ 125.12	TEST
Lab Testing (Lime Series Curve)	$ 452.33	TEST
Lab Testing (Moisture/Density Test)	$ 350.45	TEST
Lab Testing (Resilient Modulus)	$ 1,985.82	TEST
Lab Testing (California Bearing Ratio Test)	$ 1,011.05	TEST
Consolidated Undrained (CU) Triaxial Comp Test	$ 1,925.00	TEST
Texas Triaxial Compression (TEX-117-E)	$ 2,200.00	TEST

FIELD DRILLING SERVICES

	2024 PRICE	Unit
Mobilization of drilling Rig	$ 600.00	EA
Auger Drilling (Does not include logging)		
soil	$ 24.40	FT
soft rock		
Standard Wet Rotary (Does not include logging)	$ 27.58	FT
Hollow Stem Drilling	$ 30.89	FT
Nx Rock Core (Does not include logging		
Soft rock (marl, shale)	$ 40.31	FT
Hard rock (limestone, sandstone)	$ 53.04	FT
Sampling		
Standard Penetration Test (ASTM D1586)	$ 29.92	TEST
Shelby Tube (ASTM D1587)	$ 24.40	TEST
Texas Cone Penetrometer Test (THO, Tex-132-E)	$ 32.88	TEST
Other Expenses/Charges		
Standby Time	$ 284.29	HR
Mileage - non-drilling equipment Grout backfill	current rate	MILE
Grout backfill	$ 7.00	FT
Dozer/clearing cost	cost	EA
Logger truck charge	$ 68.01	DAY
Standard pavement coring	$ 93.05	EA
Concrete/AC patch	$ 79.38	EA
Traffic control - signs, barricades	cost	EA
Utility Locates	cost	EA
Brush Clearing	cost	EA
All other outside expenses	cost	EA

ATTACHMENT D - FEE SCHEDULE

ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION
MATERIALS TESTING CONSULTING SERVICES
WILLIAMSON COUNTY
RABA KISTNER CONSULTANTS, INC.

ASPHALTIC CONCRETE

ASTM D 75	**Sampling Raw Materials of Composite Mix**			**2024 PRICE**
	Technician Time	per hour	$	85.00
Asphalt Institute Manual	**Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature**			
	Technician Time	per hour	$	85.00
Asphalt Institute Manual	**Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination**			
	Technician Time	per hour	$	85.00
ASTM D 2950	**Nuclear Density Test with Inspection**	each	$	19.77
	Nuclear Density Test	each	$	31.21

REFERENCE	**LABORATORY SERVICES**	**UNIT**		**2024 PRICE**
ASTM D 2172; TxDOT, TEX-210-F	**Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete**	each	$	275.00
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	each	$	163.34
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity)	per set	$	580.00
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	**Molding Specimens**			
	Hveem or Marshall	per set	$	71.79
	Superpave (2 per set)	per set	$	143.58
TxDOT, TEX-207-F; ASTM D 2726	**Laboratory Density Test**			
	a) Molded Speciment	per set	$	75.95
	b) Asphalt Core	each	$	63.46
	c) Superpave (2 per set)	per set	$	89.47
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	**Stability Test**			
	Marshall	per set	$	71.79
	Hveem	per set	$	71.79
Asphalt Institute Manual and TxDOT; Mix Designs	**Corp of Engineers or FAA**	each	$	2,397.08
	TxDOT Quality Control/Quality Assurance	each	$	2,397.08
	TxDOT CMHB	each	$	3,410.43
	TxDOT Calibration Mix and Pans	each	$	401.59
	TxDOT Black Base Design, Item 345	each	$	1,793.65
TxDOT, TEX-200-F; ASTM C 136	**Sieve Analysis of Aggregate**	each	$	90.00
TxDOT, TEX-203-F; ASTM D 2419	**Sand Equivalent Test**	each	$	130.00
AASHTO TP 33	**Fine Aggregate Angularity**	each	$	61.38

ASTM D 4791-95	**Flat and Elongated Particle**	each	$	61.38
TxDOT, TEX-201-F; ASTM C 127	**Specific Gravity (Coarse or Fine Aggregate)**	each	$	104.00
TxDOT, TEX-201-F; ASTM C 127	**Absorption (Coarse or Fine Aggregate) (Includes Specific Gravity)**	each	$	75.95
TxDOT, TEX-411-A; ASTM C 88	**Sulfate Soundness (Time and Test)**			
	Preparation Time	per hour	$	63.98
	a) Magnesium - 5 Cycle	each	$	670.00
	b) Sodium - 5 Cycle	each	$	670.00
CSM030	**Los Angeles Abrasion Test (Time and Test)**			
CSM030	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	each	$	345.00
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	**Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)**	each	$	7,411.81
TxDOT, TEX-227-F; AASHTO T 209; ASTM D 2041	**Maximum Theoretical Specific Gravity (Rice Gravity)**	each	$	111.32
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	**Moisture Sensitivity Test (Tensile Strength Ratio Test)**			
	with Freeze/Thaw	each	$	640.89
	without Freeze/Thaw	each	$	502.51
TxDOT, Item 3157	**Cold Processed – Recycled Paving Material (RPM)**			
	Mixture Design Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	per set	$	936.36
TxDOT, TEX-126-E (Modified)	**Molding and Strength**	per set	$	456.74
TxDOT, TEX-208-F (Modified)	**Molding and Hveem**	per set	$	172.71
ASTM D 1559	**Molding and Marshall**	per set	$	161.26
TxDOT, TEX-103-E	**Molded Moisture Content**	each	$	16.65

CEMENT TREATED BASE

REFERENCE	FIELD SERVICES	UNIT		2024 PRICE
PCA	**Sampling Raw Materials for Mix Verification**			
	Technician Time	per hour	$	71.00
	Sampling Contractor Processed Material			
	Technician Time	per hour	$	71.00

REFERENCE	LABORATORY SERVICES	UNIT		
PCA	**Molding Controlled Processed Material**	each	$	86.35
PCA	**Unconfined Compressive Strength Testing**	each	$	38.49
ASTM D 559;	**Durability (2 Specimens per Set) (Percent Loss in 12 Cycles)**			

ASTM D 560	Wet Dry/Freeze Thaw	per set	$	735.56
	Mix Design			
PCA;	Mix Design - Cement Treated Base (Does Not			
TxDOT, TEX-120-E;	Include Durability)	each	$	1,464.88
ASTM D 558				

CONCRETE

REFERENCE	FIELD SERVICES	UNIT		2024 PRICE
ASTM C 31;	**Sampling Concrete to Conduct Slump Test, Measure Concrete**			
ASTM C 172;	**Temperature, Cast Test Specimen and Transport**			
ASTM C 143	**Test Specimen to Laboratory Next Day**			
	Technician Time	per hour	$	75.00
	Pick-Up of Test Specimen	per hour	$	75.00
	Standby Time	per hour	$	75.00
ASTM C 39;	**Cylinder Compressive Strength Testing and Reporting**			
ASTM C 617	**(In Conjunction with Sampling)**			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural			
	(Minimum of 4)	each	$	32.00
	b) 3x6 - Lightweight Insulating Cellular			
	(Minimum of 6 - Includes Two Dry Densities)	each	$	32.25
	c) "Hold" Cylinder (Additional Charge)	each	$	14.57
	d) "Strip" Cylinder (Additional Charge)	each	$	16.65
	e) Compressive Strength - 2x2 Cubes	each	$	35.00
	f) Dry Density - Concrete Cylinder	each	$	55.14
ASTM C 78	**Flexural Strength Testing and Reporting**			
	(In Conjunction with Sampling Beams)	each	$	67.63
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	each	$	39.54
ASTM C 173	b) Volumetric	each	$	47.86
AASHTO T 199	c) Chase	each	$	20.81

CONCRETE

ASTM C 138	**Unit Weight**	each	$	35.37
ASTM C 143	**Additional Slump Test**	each	$	30.17
ACI 311;	**Concrete Plant Observation - To Observe and Record Aggregate**			
ACI 304	**Types, Batch Weights, Concrete Consistency and Mixing Time**			
	Technician Time	per hour	$	95.00
ACI 311;	**Concrete Site Observation - To Record the Consistency of Concrete,**			
ACI 304	**Verify and Adjust Slump within Project Specifications and Sample**			
	for Test Specimens			
	Technician Time	per hour	$	75.00

REFERENCE	LABORATORY SERVICES	UNIT		
CI 211.1	**Hardrock Concrete Mix Design Calculations and**			
	Proportioning to Include Six Confirmatory Cylinders			
	(Physical Properties Not Included)	each	$	585.00
ACI 211.1 (303.R)	**Architectural Mix Design**	each	$	412.00
ACI 211.2	**Lightweight Structural Mix Design**	each	$	390.15
ASTM C 270	**Masonry Mortar Mix Design Including Six Cubes and**			
	Water Retention (Physical Properties Not Included)	each	$	515.00

ASTM C 1202	**Chloride Ion Permeability**	per set	$	328.77
ASTM C 39	**Cylinders Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory**	each	$	34.33
ASTM C 496	**Splitting Tensile Strength of Concrete Cylinders**			
	Tensile Test	each	$	65.00
ASTM C 666	**Freeze-Thaw Test**	per set	$	456.74
ASTM C 469	**Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)**	each	$	125.00
ASTM C 803	**Windsor Probe (Includes Surface Preparation)**	per hour	$	106.12
ASTM C 805	**Schmidt Rebound Number**	per hour	$	108.20

CONCRETE AGGREGATES

REFERENCE	FIELD SERVICES	UNIT		2024 PRICE
ASTM D 75; TxDOT, TEX-400-A	**Sampling Concrete Aggregates**			
	Technician Time	per hour	$	75.00

REFERENCE	LABORATORY SERVICES	UNIT		2024 PRICE
			$	-
ASTM C 566	**Moisture Content**	each	$	16.65
ASTM C 29; TxDOT, TEX-404-A	**Unit Weight (Coarse or Fine)**			
	a) Loose	each	$	92.00
	b) Rodded	each	$	92.00
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	**Specific Gravity (Coarse or Fine)**	each	$	104.00
ASTM C 123	**Lightweight Particles (Plus Cost of Materials)**	per test	$	72.83
	Absorption			
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	each	$	92.00
ASTM C 128; TxDOT, TEX-201-F	b) Lightweight Aggregate (Coarse)	each	$	92.00
ASTM C 136; TxDOT, TEX-401-A	**Sieve Analysis (Dry) for ASTM C 33 Specifications**			
	a) Coarse, Per Sample	each	$	100.00
	b) Fine, Per Sample	each	$	100.00
ASTM C 117; TxDOT, TEX-406-A	**Amount Finer than No. 200 (Decantation)**	each	$	65.00
ASTM C 131; ASTM C 535	**Los Angeles Abrasion (Time and Test)**	each	$	340.00
ASTM C 88; TxDOT, TEX-411-A	**Sulfate Soundness (Time and Test)**			
	Preparation Time	per hour	$	63.98
	a) Magnesium - 5 Cycle	each	$	670.00
	b) Sodium - 5 Cycle	each	$	670.00
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128;	**Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)**			
	Conducted in Conjunction with Concrete Mix Design	each	$	181.03

ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Conducted Separate from Concrete Mix Design	each	$	234.09
ASTM C 40; TxDOT, TEX-408-A	**Organic Impurities**	each	$	100.00
ASTM C 2419; TxDOT, TEX-203-F	**Sand Equivalent Values**	each	$	130.00
ASTM C 142	**Clay Lumps and Friable Particles**	each	$	86.00
ASTM C 641	**Staining Materials in Lightweight Concrete Aggregate**	each	$	86.00

CORING

REFERENCE	FIELD SERVICES	UNIT		2024 PRICE
ASTM C 42; ACI 318	**Technician Time and Equipment**			
	a) One Man	per hour	$	78.03
	b) Two Men	per hour	$	119.65
	c) Reinforcing Steel Detector	per day	$	416.16
	d) Coring	per day	$	364.14
	e) Generator	per day	$	156.06
	Bit Wear			
	a) Limestone Aggregate	per inch	$	7.80
	b) Quartz Aggregate (River Gravel)	per inch	$	8.84

REFERENCE	LABORATORY SERVICES	UNIT		
ASTM C 42 a)	**Sawed Ends for Compressive Strength Test**			
	a) Limestone Aggregate	square inch	$	2.60
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	**Compressive Strength of Concrete Core Includes Measurements, Capping and Testing**	each	$	40.00
	Report Photographs			
	Laboratory Air-Dried Unit Weight	each	$	25.00

LIME

REFERENCE	FIELD SERVICES	UNIT		2024 PRICE
National Lime Association	**Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth**			
	Technician Time	per hour	$	75.00

REFERENCE	LABORATORY SERVICES	UNIT		2024 PRICE
STM D 422; TxDOT, TEX-101-E, Pt. II	**Sieve Analysis of Pulverized Materials for Gradation Compliance**	each	$	95.00
ASTM D 4318; TxDOT, TEX-112-E	**Lime Series Curve Determination Including Five Atterberg Limits**	each	$	546.21
			$	-

TEX-121-E	**Soil-Lime Testing Part III**	each	$	426.56
ASTM C 183	**Standard Method of Sampling Hydraulic Cement**	per hour	$	75.00
ASTM C 109	**Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)**	each	$	35.00
ASTM C 185	**Air Content of Hydraulic Cement Mortar**	each	$	61.38
ASTM C 266; ASTM C 191	**Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles**	each	$	73.87
ASTM C 151	**Autoclave Expansion of Portland Cement**	each	$	245.53
ASTM C 187	**Normal Consistency of Hydraulic Cement**	each	$	61.38
ASTM C 188	**Specific Gravity of Hydraulic Cement**	each	$	71.79
ASTM C 430	**Fineness of Hydraulic Cement by the No. 325 Sieve**	each	$	71.79
ASTM C 451	**Early Stiffening of Portland Cement (Paste Method)**	each	$	61.38
ASTM C 114	**Chemical Analysis**	each	$	451.53
ASTM C 91	**Water Retention of Masonry Cement**	each	$	114.44
ASTM C 150	**Chemical Analysis**	each	$	452.57
	Physical Analysis	each	$	897.87

SOILS (Earthwork)

REFERENCE	FIELD SERVICES	UNIT		2024 PRICE
ASTM D 75	**Sampling Subgrade, Fill or Base**			
	Technician Time	per hour	$	75.00
	In-Place Moisture-Density Test			
	Technician Time	per hour	$	75.00
ASTM D 2922	Nuclear Density	each	$	31.21
ASTM D 2167; ASTM D 1556	**Volumetric Density (Sand Cone)**	each	$	89.47
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)			
	Technician Time (Hourly Rate)	per hour	$	75.00
	Proof Rolling Observation	per hour	$	75.00
ASTM D 2922	**Nuclear Density Test with Observation**	each	$	19.77

REFERENCE	LABORATORY SERVICES	UNIT		2024 PRICE
			$	-
ASTM D 2216; TxDOT, TEX-103-E	**Moisture Content**	each	$	18.00
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	each	$	125.84
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	each	$	126.93
	b) Linear (TxDOT, TEX-107-E)	each	$	126.93
ASTM D 422; TxDOT, TEX-101-E;	**Sieve Analysis** a) Washed through No. 40 (Up to 5 Sieves)	each	$	70.75

TxDOT, TEX-110-E	b) Washed through No. 200 (Up to 4 Sieves)	each	$	120.00
	c) Additional Sieves	each	$	16.65
ASTM D 1140	**Amount Finer than No. 200 Sieve**	each	$	70.75
TEX-145-E	**Determining Sulfate Content in Soils**	each	$	88.43
	Moisture-Density Relationship (Proctor)			
Preparation Time	Preparation Time	per hour	$	63.98
ASTM D 698; ASTM D 1557	ASTM	each	$	380.00
AASHTO T 99; AASHTO T 180	AASHTO	each	$	380.00
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	each	$	380.00
MIL STD CE 55A	Corps of Engineers	each	$	350.45
ASTM D 535				
ASTM D 1883	**California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens**	per set	$	1,011.05
	Each Additional Specimen	each	$	220.20
TxDOT, TEX-117-E	**TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens**			
	Part I	per set	$	1,731.00
	Part II	per set	$	1,731.00
	Each Additional Specimen	each	$	187.27
			$	-
ASTM D 854; TxDOT, TEX-108-E	**Specific Gravity**	each	$	104.04
ASTM D 422; TxDOT, TEX-110-E	**Hydrometer Analysis (Includes Sample Preparation, Grain Size Curve and Specific Gravity)**	each	$	320.00
ASTM D 5084	**Hydraulic Conductivity**	each	$	590.00
ASTM D 2166	**Unit Weight**	each	$	92.00
TxDOT, TEX-116-E	**Wet Ball Mill**	each	$	255.94
	Water Content and Visual Classification	each	$	16.65
	Unconfined Compression (includes unit dry weight)			
	a) Soil Shelby Tube Specimens	each	$	60.06
	b) Rock Core Specimens	each	$	75.46
	(1) Sawed Specimen Ends	per end	$	14.57
	Triaxial Compression	each	$	2,200.00
	Direct Shear	each	$	650.18
			$	-
	Consolidation (Not Including Specific Gravity)	each	$	1,925.00
	Swell Test			
	a) Pressure Method	each	$	369.34
	b) Free Swell	each	$	197.68

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	3.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$72.80
	3.1.3	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	$94.63
	3.1.4	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	$94.63
	3.1.5	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	$24.27
	3.1.6	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	$212.31
	3.1.7	Permeability or Water Flow of Hot Mix Asphalt	Per ea	$90.56
3.2	**Laboratory Testing of HMAC**			
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	$203.82
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	$218.38
	3.2.3	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	$103.12
	3.2.4	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	$75.22
	3.2.5	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	$75.22
	3.2.6	Hveem Stability (TEX-208-F) (3 per set)	Per ea	$75.22
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	$94.63
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	$686.67
	3.2.9	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	$88.56
	3.2.10	Bulk Specific Gravity of Core (Tex-207-F Part I)	Per ea	$32.76
	3.2.11	Bulk Specific Gravity of Core (Tex-207-F Part VI), in addition to Specific Gravity (3.2.14)	Per ea	$75.22
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	$67.94
		3.2.12.2 - Core Sample	Per ea	$80.08
	3.2.13	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	$135.87
	3.2.14	Boiling Stripping Test (TEX-530-C)	Per ea	$133.45
	3.2.15	Draindown Characteristics of Bituminous Materials (Tex-235-F)	Per ea	$134.00
	3.2.16	Moisture Content of Bituminous Materials (Tex-212-F)	Per ea	$50.00
	3.2.17	Shear Bond Strength Test (Tex-249-F)	Per ea	$248.24
	3.2.18	Ideal Cracking Test (Tex-250-F)	Per ea	$362.02
	3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	$15.76
3.3	**HMAC Coring**			
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	$72.80
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$118.90
		3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$131.63
		3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$169.85
		3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$169.85
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	$7.28
3.4	**Laboratory Testing of Liquid Asphalt and Emulsions**			
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	$291.17
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	$114.04
	3.4.3	Cement Mix	Per ea	$86.13
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	$86.13
	3.4.5	Density of Emulsified Asphalt	Per ea	$86.13
	3.4.6	Ductility of Bituminous Materials	Per ea	$122.54
	3.4.7	Elastic Recovery Test	Per ea	$99.48
	3.4.8	Float Test For Bituminous Materials	Per ea	$99.48
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	$122.54
	3.4.10	Penetration of Bituminous Materials	Per ea	$76.44
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$179.55
	3.4.12	Residue by Evaporation	Per ea	$179.55

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	$76.44
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	$76.44
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	$53.38
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	$122.54
	3.4.17	Storage Stability (24 Hrs)	Per ea	$133.45
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	$82.49
	3.4.19	Viscosity by Vacuum Capillary Viscometer	Per ea	$122.54
3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$100.70
4. Field Testing Equipment				
4.1	**Vehicle**			
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	$85.00
5. Engineering Consultation				
5.1	Principal		Per hr	$280.24
5.2	Project Manager/Professional Engineer		Per hr	$179.55
5.3	Project Engineer		Per hr	$139.52
5.4	Graduate Engineer		Per hr	$104.34
5.5	Senior Engineering Technician		Per hr	$90.99
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)		Per hr	$72.80
5.7	Clerical		Per hr	$58.23

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Subconsultants' fees shall be approved previous to work beginning.
5. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only

allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209791

Date Filed:
09/04/2024

Date Acknowledged:

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

Raba Kistner, Inc.
San Antonio, TX United States

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

Williamson County

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

24RFSQ12
On-Call Materials Testing & Geotechnical Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kiwa Limited Group	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), San Antonio (city), TX (state), 78249 (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 4th day of Sept. (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209791

Date Filed:
09/04/2024

Date Acknowledged:
09/05/2024

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

Raba Kistner, Inc.
San Antonio, TX United States

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

Williamson County

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

24RFSQ12
On-Call Materials Testing & Geotechnical Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kiwa Limited Group	San Antonio, 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 **88.**

Meeting Date: 09/10/2024

Award of RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to HVJ South Central Texas - M&J, Inc for Road Bonds

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 HVJ South Central Texas - M&J, Inc, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

Background

HVJ South Central Texas- M&J, Inc was recommended for award on 03.19.2024 item #66, through RFSQ #24RFSQ12, which established a group of top ranked firms, to assist Williamson County staff to provide Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. HVJ South Central Texas - M&J, Inc, is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded On-Call Materials Testing & Geotechnical Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HVJ Engineering Contract

Form 1295 HVJ Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:02 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:57 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:35 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **HVJ South Central Texas – M&J, Inc**
("Engineer")
ADDRESS: **4201 Freidrich Lane, #110,**
Austin, Texas 78744
PROJECT: **24RFSQ12 Materials Testing and Geotechnical Engineering Services**
Road Bond On-Call ("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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. 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. 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 on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. 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 received an executed Work Authorization, which serves as the County's written notice 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 **Five-Hundred Thousand Dollars ($ 500,000.00)** (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. CAE

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 mutually 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 the County's Road Bond Program Manager, as identified herein-below, 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 each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoices 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 invoice. 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, the Engineer's ability to charge a late fee shall 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;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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 received an executed Work

Authorization, which serves as the County's written notice to, 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:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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:

HVJ South Central Texas -- M&J, Inc.
Syed Jafar, PE
4201 Freidrich Lane, #110
Austin, TX 78744

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 through the County's Designated Representative. 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, without written verification or adaptation by Engineer for the specific purpose intended, 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.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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 OR ITS AUTHORIZED REPRESENTATIVE 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.

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

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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR 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 REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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 $200,000 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, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

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, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: HVJ South Central Texas -- M&J, Inc.
Syed Jafar, PE
4201 Freidrich lane, #110
Austin, TX 78744

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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

___HVJ South Central Texas – M&J, Inc._____

By: _____

Printed Name: ____Syed Jafar, PE_____

Title: ___Executive Vice President_____

Date: _ ____April _____ __19__, 20__24___

APPROVED
By Christen Eschberger at 2:46 pm, Aug 01, 2024

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

WILLIAMSON COUNTY

Purchasing Department

Debarment and Licensing

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, certify, on behalf of Respondent/Bidder and its principals, that Respondent/Bidder 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 (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.

NOTE: Where the certifying representative is unable to certify to any of the statements in this certification, such individual shall attach an explanation to this certification.

* federal, state, or local

WILLIAMSON COUNTY

Purchasing Department

Signature of Certifying Representative

LINDA DIANNE PIERCE
Notary ID #8417180
My Commission Expires
October 28, 2024

Syed Jafar
Printed Name of Certifying Representative

Executive Vice President
Title of Certifying Representative

April 16, 2024
Date

SUBSCRIBED and sworn to before me, the undersigned authority, by Syed Jafar (Signatory Name) the Executive Vice President (Signatory Title) of HVJ South Central Texas – M&J, Inc. (Entity Name), on behalf of said firm.

Notary Public in and for the
State of Texas
My commission expires: 10/28/24

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – GEOTECHNICAL SERVICES

TASK 3 – CONSTRUCTION PHASE SERVICES

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").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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:
_____	Williamson County, Texas
By:_____	By:_____
Signature	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

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the 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.

Labor Rates		
Description	**Rates**	**Notes**
Project Principal (15+ yrs)	$ 225.00	
Project Manager, PE	$ 185.00	
Senior Engineer, PE (15+ yrs)	$ 195.00	
Project Engineer, PE	$ 165.00	
Staff Engineer (EIT)	$ 145.00	
Engineering Tech (ACI, TxAPA)	$ 95.00	
Certified Welding Inspector (SWI)	$ 145.00	
NDT/NACE Inspector	$ 135.00	
Administrative Assistant	$ 80.00	

General Notes:

* Services on an hourly basis will be invoiced based on unit rates presented above. Overtime rates of 1.5 times the regular hourly rates will be charged for time worked over 8 hours or before 6:00 AM or after 6:00 PM on Monday through Friday, and all hours worked on Saturdays, Sundays, or holidays.

* A minimum charge of two (2) hours applies to time worked less than four hours in any service call. HVJ, when possible will combine inspection and testing activities to minimize trip charges and labor expenses.

* Services will be invoiced from portal to portal including on-site time.

Geotechnical Engineering Services				
Services To Be Provided	**Test Code**	**Unit**	**Unit Rates**	**Notes**
Volumetric Shrinkage	ASTM D427	each	$ 125.00	
Laboratory Compaction Characteristics of Soil Using Standard Effort	ASTM D698	each	$ 310.00	
Modified Proctor Test	ASTM D1557	each	$ 350.00	
Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils	ASTM D1586	LF	$ 43.00	
Soil Boring with SPT	ASTM D1586	LF	$ 43.00	
Soil Boring without TCP (< 60 ft.):				
(a) Utlizing Continuous Sampler	ASTM D1587	LF	$ 45.00	
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	$ 45.00	
(c) Augering	N/A	LF	$ 33.00	
Soil Boring without TCP (> 60 ft.):				
(a) Utlizing Continuous Sampler	ASTM D1587	LF	$ 49.00	
(b) Shelby Push Tubes Extruded in Field	ASTM D1587	LF	$ 49.00	
(c) Augering	N/A	LF	$ 35.00	
California Bearing Ratio (CBR) of Laboratory-Compacted Soils (Single Sample without MD Curve)	ASTM D1883	test	$ 440.00	
Unconfined Compressive Strength (Soil)	ASTM D2166	each	$ 86.00	
Permeability of Granular Soils (Constant Head)	ASTM D2434	each	$ 500.00	
One-Dimensional Consolidation Properties of Soils Using Incremental Loading	ASTM D2435	each	$ 700.00	
Field Vane Shear Test	ASTM D2573	each	$ 270.00	
Unconfined Compressive Strength (Rock)	ASTM D2938	each	$ 115.00	
Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils	ASTM D2974	each	$ 97.00	
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	$ 1,050.00	
Splitting Tensile Strength of Intact Rock Core Specimens	ASTM D3967	each	$ 190.00	
Aquifer Test Method in Determining Hydraulic Properties by Well Techniques	ASTM D4043	LF	$ 510.00	
Standard Test Method for Dispersive Characteristics of Clay Soil by Double Hydrometer	ASTM D4221	each	$ 325.00	
Standard Test Method for Rapid Determination of Carbonate Content in Soils	ASTM D4373	each	$ 95.00	
Hydraulic Conductivity of Essentially Saturated Peat	ASTM D4511	each	$ 650.00	
One Dimensional Swell or Collapse of Soils, Methods A & B	ASTM D4546	each	$ 310.00	
One Dimensional Swell or Collapse of Soils, Method C	ASTM D4546	each	$ 375.00	
Standard Test Methods for Identification and Classification of Dispersive Clay Soils by the Pinhole Test	ASTM D4647	each	$ 410.00	
Standard Guide for Comparison of Field Methods for Determining Hydraulic Conductivity in Vadose Zone	ASTM D5126	each	$ 870.00	
Measurement of Soil Potential (Suction) Using Filter Paper	ASTM D5298	each	$ 116.00	
Ground Penetrating Radar (GPR) Testing	ASTM D6432	day	$ 4,100.00	
Standard Test Methods for Determining Dispersive Characteristics of Clayey Soils by the Crumb Test	ASTM D6572	each	$ 66.00	
Dynamic Cone Penetrometer in Shallow Pavement Applications	ASTM D6951	each	$ 380.00	
Soil Boring/Rock Coring with TCP (< 60 ft.)	Tex-132-E	LF	$ 55.00	
Soil Boring/Rock Coring with TCP (> 60 ft.)	Tex-132-E	LF	$ 64.00	
Soil Organic Content Using UV-Vis Method	Tex-148-E	each	$ 400.00	
Borehole Grouting - Bentonite Chips	N/A	LF	$ 16.00	
Casagrande Type Piezometers	N/A	each	$ 600.00	
Casagrande Type Piezometers Installation	N/A	each	$ 700.00	
Concrete/AC Patch	N/A	per patch	$ 106.00	
Core Drill Asphalt	N/A	each	$ 165.00	
Core Drill Concrete	N/A	each	$ 220.00	
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew):				
(a) 4-in. diameter cores	N/A	Inch	$ 40.00	
(b) 6-in. diameter cores	N/A	Inch	$ 48.00	
Core/drill operator/technician and coring equipment used to drill flexible and rigid pavement (2-man crew):				
(a) Hot Mix Asphalt (min. of 3)	N/A	each	$ 260.00	
(b) Concrete (min. of 3) (up to 15 inches)(up to 4-inches diameter)	N/A	each	$ 390.00	
(c) Concrete (more than 15 inches)	N/A	inch	$ 90.00	
Core Repair/Patch Asphalt Cold Mix	N/A	each	$ 102.00	
Core Repair/Patch Concrete-Utilibond	N/A	each	$ 150.00	
Drilling & Sampling - Hard Rock-Diamond Bit	N/A	LF	$ 67.00	
Drilling & Sampling - Rock	N/A	LF	$ 55.00	
Drilling & Sampling - Soft Rock-Carbide Bit	N/A	LF	$ 53.50	
Drilling & Sampling - Soils	N/A	LF	$ 40.00	
Electronic Water Level Device	N/A	day	$ 126.00	
Manhole Cover for Piezometer	N/A	each	$ 275.00	
Night Drilling Surcharge	N/A	each	$ 850.00	
Nighttime Testing (additional fee per hour, all pavement testing equipment)	N/A	each	$ 285.00	
Non Destructive Deflection Testing				
Falling Weight Deflection (FWD)	N/A	day	$ 4,000.00	
Heavy Weight Deflection (HWD)	N/A	day	$ 4,400.00	
Piezometer-2"	N/A	LF	$ 50.00	
Piezometer-2" (including well completion and installation)	N/A	LF	$ 55.00	
Piezometer Abandonment	N/A	each	$ 1,000.00	
Piezometer Completion/Abandonment	N/A	each	$ 1,280.00	
Piezometer Completion				
Piezometer Finish: (a) Flush Mount w/ 2' x 2' pad	N/A	each	$ 620.00	
Piezometer Finish: (b) Stick-up w/ 4 Bollards on a 4' x 4' pad	N/A	each	$ 1,650.00	
Soil Boring/Rock Coring without TCP (< 60 ft.)	N/A	LF	$ 48.00	
Soil Boring /Rock Coring without TCP (> 60 ft.)	N/A	LF	$ 55.00	
Stand By of Crew	N/A	hour	$ 360.00	
Vertical Inclinometer	N/A	each	$ 875.00	
Vertical Inclinometer Installation	N/A	each	$ 1,135.00	
Vibrating Wire Piezometer	N/A	each	$ 1,350.00	
Vibrating Wire Piezometer Installation	N/A	each	$ 1,500.00	
Other				
Vehicle Charge (4 hrs or more) - Standard Truck	N/A	trip	$ 115.00	
Vehicle Charge (Less than 4 hrs) - Standard Truck	N/A	trip	$ 60.00	

Materials Engineering Services				
Services To Be Provided	**Test Code**	**Unit**	**Unit Rates**	**Notes**
Soils Tests				
Preparing Soil and Flexible Base Materials for Testing	Tex-101-E	each	$ 115.00	
Determining Slaking Time	Tex-102-E	each	$ 140.00	
Determining Moisture Content in Soil Materials	Tex-103-E	each	$ 36.00	
Determining Liquid Limits of Soils	Tex-104-E	each	$ 62.00	
Determining Plastic Soil Limits	Tex-105-E	each	$ 62.00	
Calculating the Plasticity Index of Soils	Tex-106-E	each	$ 55.00	
Determining the Bar Linear Shrinkage of Soils	Tex-107-E	each	$ 79.00	
Determining the Specific Gravity of Soils	Tex-108-E	each	$ 90.00	
Particle Size Analysis of Soils	Tex-110-E	each	$ 210.00	
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	Tex-111-E	each	$ 80.00	
Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	$ 300.00	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials	Tex-113-E	each	$ 402.00	
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embankment Soils, and Backfill Material	Tex-114-E	each	$ 380.00	
Ball Mill Method for Determining the Disintegration of Flexible Base Material	Tex-116-E	each	$ 312.00	
Triaxial Compression for Disturbed Soils and Base Materials	Tex-117-E	each	$ 2,400.00	
Triaxial Compression Test for Undisturbed Soils	Tex-118-E	each	$ 400.00	
Soil-Cement Testing- Part 1	Tex-120-E	each	$ 600.00	
Soil-Cement Testing- Part 2	Tex-120-E	each	$ 500.00	
Soil-Lime Testing- Part 1	Tex-121-E	each	$ 600.00	
Soil-Lime Testing- Part 2	Tex-121-E	each	$ 485.00	
Soil-Lime Testing - Part 3	Tex-121-E	each	$ 420.00	
Determining the Drainage Factor of Soil Materials	Tex-123-E	each	$ 440.00	
Potential Vertical Rise of Natural Subgrade Soils	Tex-124-E	each	$ 150.00	
Determining Modulus of Sub-grade Reaction (K Value)	Tex-125-E	each	$ 475.00	
Molding, Testing, and Evaluating Asphalt Black Base Materials	Tex-126-E	each	$ 2,450.00	
Lime Fly-Ash Compressive Strength Test Methods- Part 1	Tex-127-E	each	$ 1,100.00	
Lime Fly-Ash Compressive Strength Test Methods- Part 2	Tex-127-E	each	$ 1,250.00	
Determining Soil pH	Tex-128-E	each	$ 73.00	
Measuring the Resistivity of Soil Materials	Tex-129-E	each	$ 160.00	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Single Stage	Tex-131-E	set of 3	$ 2,200.00	
Consolidated Undrained (CU) Triaxial Compression Test for Undisturbed Soils- Multiple Change	Tex-131-E	set of 3	$ 2,100.00	
Texas Cone Penetration	Tex-132-E	each	$ 60.00	
Freezing and Thawing Tests of Compacted Soil-Cement Mixture	Tex-135-E	each	$ 600.00	
Manual Procedure for Description and Identification of Soils	Tex-141-E	each	$ 68.00	
Laboratory Classification of Soils for Engineering Purposes	Tex-142-E	each	$ 83.00	
Determining Sulfate Content in Soils - Colorimetric Method	Tex-145-E	each	$ 156.00	
Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	$ 130.00	
Determining Chloride and Sulfate Contents in Soils	Tex-620-J	each	$ 250.00	
Bituminous Tests				
Sieve Analysis of Fine and Coarse Aggregate	Tex-200-F	each	$ 150.00	
Bulk Specific Gravity and Water Absorption of Aggregate	Tex-201-F	each	$ 115.00	
Apparent Specific Gravity of Material Finer thant No. 50 (300 micrometer) Sieve	Tex-202-F	each	$ 110.00	
Sand Equivalent Test	Tex-203-F	each	$ 175.00	
Design of Bituminous Mixtures	Tex-204-F	each	$ 2,950.00	
Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	set of 3	$ 195.00	
Compacting Specimens Using the Texas Gyratory Compactor (TGC)	Tex-206-F	set of 3	$ 175.00	
Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (Part I)	each	$ 102.00	
Determining Mat Segregation Using a Density-Testing Gauge	Tex-207-F (Part V)	each	$ 130.00	
Bulk Specific Gravity of Compacted Bituminous Mixtures using the Vacuum Method	Tex-207-F (Part VI)	each	$ 110.00	
Determining Density of Permeable Friction Course (PFC) and Thin Bonded Wearing Course (TBWC) Mixtures	Tex-207-F (Part VIII)	each	$ 95.00	
Test for Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	$ 160.00	
Determining Asphalt Conent of Bituminous Mixtures by Extraction	Tex-210-F	each	$ 275.00	
Recovery of Asphalt from Bituminous Mixtures by the Abson Process	Tex-211-F	each	$ 350.00	
Determining Hydrocarbon-Volatile Content of Bituminous Mixtures	Tex-213-F	each	$ 145.00	
Determining Deleterious Material and Decantation Test for Coarse Aggregates (Bituminous Mixtures)	Tex-217-F	each	$ 130.00	
Determining Flakiness Index	Tex-224-F	each	$ 385.00	
Indirect Tensile Strength Test	Tex-226-F	set of 4	$ 250.00	
Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	$ 135.00	
Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method	Tex-228-F	each	$ 210.00	
Combined Bituminous Mixture Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	$ 120.00	
Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	$ 240.00	
Asphalt Release Agents	Tex-239-F	each	$ 140.00	
Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	Tex-241-F	set of 2	$ 190.00	
Hamburg Wheel-Tracking Test	Tex-242-F	each	$ 800.00	
Tack Coat Adhesion	Tex-243-F	each	$ 260.00	
Thermal Profile of Hot Mix Asphalt	Tex-244-F	each	$ 250.00	
Cantabro Loss	Tex-245-F	each	$ 235.00	
Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	$ 296.00	
Overlay Test	Tex-248-F	set of 3	$ 900.00	
Determining Flat and Elongated Particles	Tex-280-F	each	$ 180.00	
Concrete & Aggregate Tests				
Compressive Strength of Cement Mortars	ASTM C109	set of 3	$ 120.00	
Sieve Analysis of Fine and Coarse Aggregate	Tex-401-A	each	$ 135.00	
Fineness Modulus of Fine Aggregate	Tex-402-A	each	$ 110.00	
Saturated Surface-Dry Specific Gravity and Absorption of Aggregates	Tex-403-A	each	$ 115.00	
Determining Unit Mass (Weight) of Aggregates	Tex-404-A	each	$ 90.00	
Determining the Percent of Solids and Voids in Concrete	Tex-405-A	each	$ 90.00	
Material Finer than 75 micrometer (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	Tex-406-A	each	$ 102.00	
Organic Impurities in Fine Aggregate for Concrete	Tex-408-A	each	$ 100.00	
Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	$ 95.00	
Abrasion of Coarse Aggregate Using the Los Angeles Machine	Tex-410-A (ASTM C131)	each	$ 365.00	
Soundness of Aggregate Using Sodium Sulfate or Magnesium Sulfate	Tex-411-A	each	$ 450.00	
Determining Deleterious Material in Mineral Aggregate	Tex-413-A	each	$ 125.00	
Unit Weight, Yield, and Air Content (Gravimetric) of Concrete	Tex-417-A (ASTM C138)	each	$ 88.00	
Compressive Strength of Cylindrical Concrete Specimens	Tex-418-A (ASTM C39)	each	$ 40.00	
Determining Concrete Thickness by Direct Measurement	Tex-423-A	each	$ 62.00	
Obtaining and Testing Drilled Cores of Concrete	Tex-424-A (ASTM C42; ASTM C174)	each	$ 315.00	
Absorption and Dry Bulk Specific Gravity of Lightweight Coarse Aggregate	Tex-433-A	each	$ 125.00	
Measuring Texture Depth by the Sand Patch Method	Tex-436-A (ASTM E965)	each	$ 115.00	
Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A (ASTM C939)	each	$ 110.00	
Accelerated Polish Test for Coarse Aggregate - Single-Component Aggregate	Tex-438-A (Part I)	each	$ 1,150.00	
Capping Cylindrical Concrete Specimens	Tex-450-A (ASTM C617; ASTM C1231)	each	$ 40.00	
Determining Crushed Face Particle Count	Tex-460-A	each	$ 130.00	

Micro-Devel Abrasion of Aggregate	Tex-461-A	each	$ 375.00	
Chemical Tests				
Acid Insoluble Residue for Fine Aggregate	Tex-612-J	each	$ 245.00	
Other				
Vehicle Charge (4 hrs or more) - Standard Truck	N/A	trip	$ 115.00	
Vehicle Charge (Less than 4 hrs) - Standard Truck	N/A	trip	$ 60.00	
Nuclear Gauge Charge	N/A	trip	$ 75.00	

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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only

allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146900

Date Filed:
04/15/2024

Date Acknowledged:

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

HVJ South Central Texas - M&J, Inc.
Austin, TX United States

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

Williamson County

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 24RFSQ12
on-call Road Bond Materials Testing & Geotechnical Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mustafa, Muhammad	Austin, TX United States	X	
Jafar, Syed	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Austin (city), TX (state), 78732 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 16 day of April (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1146900

Date Filed:
04/15/2024

Date Acknowledged:
09/03/2024

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

HVJ South Central Texas - M&J, Inc.
Austin, TX United States

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

Williamson County

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 24RFSQ12
on-call Road Bond Materials Testing & Geotechnical Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mustafa, Muhammad	Austin, TX United States	X	
Jafar, Syed	Austin, 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)

Meeting Date: 09/10/2024

Award of RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to B2Z Engineering, LLC for Road Bonds

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 B2Z Engineering, LLC, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source is Road Bonds.

Background

B2Z Engineering, LLC was recommended for award on 03.19.2024 item #66, through RFSQ #24RFSQ12, which established a group of top ranked firms, to assist Williamson County staff to provide Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. B2Z Engineering, LLC, is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded On-Call Materials Testing & Geotechnical Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

B2Z Engineering LLC Engineering Contract

Form 1295 Certificate B2Z complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:03 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:58 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:35 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **B2Z Engineering, LLC** **("Engineer")**
ADDRESS: **4707 Commercial Park Dr., Austin, TX 78724**
PROJECT: **24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond On-Call ("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

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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. 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. 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 on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. 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 received an executed Work Authorization, which serves as the County's written notice 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 **Five-Hundred Thousand Dollars ($ 500,000.00)** (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. CAE

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 mutually 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 the County's Road Bond Program Manager, as identified herein-below, 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 each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoices 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 invoice. 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, the Engineer's ability to charge a late fee shall 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;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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 received an executed Work

Authorization, which serves as the County's written notice to, 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:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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:

Raphael Campos, P.E.
B2Z Engineering, LLC
4707 Commercial Park Dr.
Austin, TX 78724

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

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 through the County's Designated Representative. 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, without written verification or adaptation by Engineer for the specific purpose intended, 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.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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 OR ITS AUTHORIZED REPRESENTATIVE 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.

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

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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR 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 REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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 $200,000 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, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's

subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

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, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: **Aisha Gonzalez**
B2Z Engineering, LLC
4707 Commercial Park Dr.
Austin, TX 78724

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.

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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

B2Z Engineering, LLC

By: _____

Printed Name: Aisha Gonzalez

Title: President_

Date: _ April 12, 2024

APPROVED
By Christen Eschberger at 10:31 am, Aug 01, 2024

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.

B2Z Engineering, LLC
Name of Firm

Signature of Certifying Official

Aisha Gonzalez
Printed Name of Certifying Official

President
Title of Certifying Official

April 12, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Aisha Gonzalez

_____ the President of B2Z Engineering on behalf of said firm.

Ileana T

Notary Public in and for the
State of Texas

My commission expires: 09/03/2024

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – GEOTECHNICAL SERVICES

TASK 3 – CONSTRUCTION PHASE SERVICES

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").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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:
B2Z Engineering	Williamson County, Texas
By:_____	By:_____
Signature	Signature
__Aisha Gonzalez_____	_____
Printed Name	Printed Name
President_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

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

Exhibit D - Rate Schedule
24RFSQ12 Engineering Services

B2Z Engineering, LLC	
LABOR CATEGORY	**RATE**
Project Manager	$275.00
Quality Manager	$250.00
Engineer (Senior)	$240.00
Engineer (Geotechnical)	$220.00
Engineer (Project)	$210.00
Engineer (Design)	$195.00
Engineer-In-Training	$135.00
Engineer Technician - Senior	$145.00
Engineer Technician	$100.00
Inspector	$130.00
CADD Operator	$105.00
Administrative/Clerical	$95.00
DIRECT EXPENSES	
Mileage (per mile)	Current IRS Rate
Highway Toll Charges Actual Cost	Actual Cost
Parking Fees Actual Cost	Actual Cost
Postage	Current Postal Rate
Construction Truck 4x4 (Day rate)	$100.00

Any items not completed in house will be reimbursed based on invoice back-up.

EXHIBIT "D"

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	$500.00/Day
Stand-By Time	$220.00/Hr
Texas Cone Penetration Test (Tex-132)	$7.00/Ea.
Soil Boring / Solid Stem	$45.00/Lf
Soil Boring / Hollow Stem	$45.00/Lf
Soil Boring / Mud Rotary	$45.00/Lf
Mileage (Logger-Soil Tech)	Current IRS Rate
Support Truck (Dodge 3500 flat bed w/ 500 gallon water tank, diesel tank and tools)	$2.00/Mi.

Soil Testing

Preparing Soil and Flexible Base Materials for Testing - Tex-101-E	$90.00/Ea.
Moisture Content Determination - ASTM D2216/Tex-103-E	$25.00/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	$55.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	$55.00/Ea.
Determination of Plasticity Index of Soils – Tex-106-E	$55.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	$145.00/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	$55.00/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	$95.00/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	$65.00/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	$245.00/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	$420.00/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	$245.00/Ea.
Standard Proctor - ASTM D 698	$245.00/Ea.
Modified Proctor - ASTM D 1557	$245.00/Ea.
Field Density Test (Nuclear) (Equipment charge) - ASTM D 6938/Tex-115-E	$25.00/Ea.
Determination of Soil pH - Tex-128-E	$80.00/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	$195.00/Ea.
Resistivity of Soils - Tex-129-E	$130.00/Ea.
Sulfate Content of Soils - Tex-145-E	$105.00/Ea.
Organic Content of Soils – Tex-148-E	$70.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	$275.00/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	$2,400.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	$75.00/Ea.
Uniaxial Compression-Rock - ASTM D 7012	$85.00/Ea.
Consolidation Test - ASTM D 2435	$650.00/Ea.
Pulverization Gradation – Tex-101-E (Part III)	$150.00/Ea.
Mechanical Grain Analysis ASTM D 6913	$150.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	$80.00/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	$75.00/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	$90.00/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	$105.00/Ea.
Sieve Analysis (Additional Sieves) - All Methods	$25.00/Ea.
Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	$70.00/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	$70.00/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	$70.00/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	$70.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A	$100.00/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	$550.00/Ea.

EXHIBIT "D"

Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	$550.00/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	$95.00/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	$25.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**	
Sand Equivalent - ASTM D 2419/Tex-203-F	$100.00/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	$85.00/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	$70.00/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	$25.00/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	$70.00/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	$70.00/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	$100.00/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	$105.00/Ea.
Bulk Specific Gravity and Water Absorption of Aggregates – Tex-201-F	$120.00/Ea.
Lab Method of Mixing Bituminous Mixtures (set of 3) – Tex-205-F	$170.00/Ea.
Compacting Specimens Using the Texas Gyratory Compactor (set of 3) - Tex-206-F	$105.00/Ea.
Determine Drain down Characteristics in Bituminous Mixtures – Tex-235-F	$75.00/Ea.
Asphalt Content - Tex-236-F	$110.00/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	$100.00/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	$100.00/Ea.
Indirect Tensile Strength Test - Tex-226-F	$75.00/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	$22.00/Ea.
Lab Molded Density - Tex-207-F	$105.00/Ea.
Hamburg Wheel Tracker - Tex-242-F	$1,200.00/Ea.
Field Coring – ACP Thickness - ASTM D 3549	$90.00/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	$105.00/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	$100.00/Ea.
In-Place Air Voids - Tex-207-F	$35.00/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	$105.00/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	$275.00/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	$60.00/Ea.
Segregation Profile - Tex-207-F (Part V)	$345.00/Ea.
Joint Density - Tex-207-F (Part VII)	$345.00/Ea.
Tack Coat Adhesion - Tex-243-F	$125.00/Ea.
Thermal Profile - Tex-244-F	$240.00/Ea.
Ride Quality - Tex-1001-S	By Quote

Concrete/Masonry Field & Laboratory Testing

Capping Cyl. Concrete Specimen – Tex-450-A	$25.00/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	$35.00/Ea.
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	$45.00/Ea.
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	$45.00/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	$275.00/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	$275.00/Ea.

Miscellaneous Testing

Drilled Shaft Slurry Density - Tex-130-E (Part II)	$45.00/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	$45.00/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	$45.00/Ea.
Lime (Compliance with DMS 6350) (Tex-600-J)	$340.00/Ea.
Asphalt Binder (Compliance with DMS-6310)	$550.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report	$35.00/Ea.

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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only

allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209129

Date Filed:
09/03/2024

Date Acknowledged:

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

B2Z Engineering, LLC
Mission, 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.

24RFSQ12
Materials Testing and Geotechnical Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission , TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Mission (city), TX (state), 78572 (zip code), USA (country).

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

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

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209129

Date Filed:
09/03/2024

Date Acknowledged:
09/03/2024

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

B2Z Engineering, LLC
Mission, 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.

24RFSQ12
Materials Testing and Geotechnical Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzalez, Aisha	Mission , 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 **90.**

Meeting Date: 09/10/2024

Award of RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to Rodriguez Engineering Laboratories LLC for Road Bonds

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 Rodriguez Engineering Laboratories LLC, in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding Source-Road Bonds.

Background

Rodriguez Engineering Laboratories LLC was recommended for award on 03.19.2024 item #66, through RFSQ #24RFSQ12, which established a group of top ranked firms, to assist Williamson County staff to provide Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. Rodriguez Engineering Laboratories LLC, is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded On-Call Materials Testing & Geotechnical Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Rodriguez Engineering Laboratories Engineering Contract

Form 1295 REL Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/04/2024 08:04 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:59 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:36 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Rodriguez Engineering Laboratories LLC ("Engineer")**
ADDRESS: **13809 Turbine Drive,**
Austin, TX 78728
PROJECT: **24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond On-Call ("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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. 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. 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 on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. 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 received an executed Work Authorization, which serves as the County's written notice 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 **Five-Hundred Thousand Dollars ($ 500,000.00)** (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. CAE

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 mutually 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 the County's Road Bond Program Manager, as identified herein-below, 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 each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoices 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 invoice. 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, the Engineer's ability to charge a late fee shall 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;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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 received an executed Work

Authorization, which serves as the County's written notice to, 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:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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:

Rodriguez Engineering Laboratories LLC
Attn: Jose Melendez, P.E.
13809 Turbine Drive, Austin, TX 78728_

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 through the County's Designated Representative. 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, without written verification or adaptation by Engineer for the specific purpose intended, 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.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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 OR ITS AUTHORIZED REPRESENTATIVE 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.

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

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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR 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 REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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 $200,000 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, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

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, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: Rodriguez Engineering Laboratories LLC
Attn: Jose Melendez, P.E.
13809 Turbine Drive,
Austin, TX 78728

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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

Rodriguez Engineering Laboratories LLC

By: _____

Printed Name: _____Jose Melendez_____

Title: ___Senior Engineer/Laboratory Manager____

Date: _ ___April_____ 10 , 2024

APPROVED
By Christen Eschberger at 2:47 pm, Aug 01, 2024

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.

Rodriguez Engineering Laboratories LLC
Name of Firm

Signature of Certifying Official

Jose Melendez
Printed Name of Certifying Official

Senior Engineer/Laboratory Manager
Title of Certifying Official

April 10, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jose Melendez _____ the 10th of April _____ of 2024 _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: February 7, 2026

LEAH CONNETT
Notary ID #129704417
My Commission Expires
February 7, 2026

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – GEOTECHNICAL SERVICES

TASK 3 – CONSTRUCTION PHASE SERVICES

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").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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:
_____	Williamson County, Texas
By:_____	By:_____
Signature	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

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

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

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
1. Testing of Soils and Base Materials				
1.1	**Field Soil Density**			
	1.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	1.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$72.80
	1.1.3	Field Nuclear Density Test	Per ea	$49.74
	1.1.4	Field Density by Sand Cone Method (ASTM D1556)	Per ea	$66.73
1.2	**Bulk Sample Pick-Up**			
	1.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
1.3	**Laboratory Moisture Density Relationship**			
	1.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	1.3.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$72.80
	1.3.3	Moisture Density Relationship of Soil-Cement (ASTM D 558)	Per ea	$333.63
	1.3.4	Moisture Density Relationship (ASTM D 698) Standard Proctor Compaction Test)	Per ea	$333.63
	1.3.5	Moisture Density Relationship (ASTM D 1557) (Modified Proctor Compaction Test)	Per ea	$333.63
	1.3.6	Moisture Density Relationship (TEX-113-E) Compaction Test	Per ea	$333.63
	1.3.7	Moisture Density Relationship (TEX-114-E, Part I) Compaction Test	Per ea	$333.63
	1.3.8	Moisture Density Relationship (TEX-114-E, Part II) Compaction Test	Per ea	$373.66
	1.3.9	Moisture Density Relationship of Soil-Cement (Tex-120-E Part I)	Per ea	$373.66
	1.3.10	Moisture Density Relationship of Soil-Lime (Tex-121-E Part I)	Per ea	$373.66
1.4	**Laboratory Testing of Soils**			
	1.4.1	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$94.63
	1.4.2	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$80.08
	1.4.3	CBR of Laboratory-Compacted Soils (ASTM D1883)	Per ea	$600.53
		1.4.3.1 Each Additional Point	Per ea	$200.18
	1.4.4	Depth Check (Tex-140-E)	Per ea	$24.27
	1.4.5	Dry Unit Weight Test of Soils	Per ea	$46.10
	1.4.6	Field Gradation of Lime Soil (1.75, 0.75, No 4 Sieve) (in addition to hourly charge)	Per point	$26.70
	1.4.7	Hydrometer Analysis (ASTM D422), (mechanical sieve analysis is not included)	Per ea	$140.73
	1.4.8	Lime Series Curve (ASTM D 4318)	Per point	$123.75
	1.4.9	Natural Moisture Content	Per ea	$27.30
	1.4.10	Organic Content of Soils (Tex-148-E)	Per ea	$224.44
	1.4.11	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$61.87
	1.4.12	PVR (Tex-124-E), testing is not included	Per ea	$138.30
	1.4.13	Resistivity of Soils (TEX-129-E)	Per ea	$132.23
	1.4.14	Sample Preparation (TEX-101-E)	Per ea	$90.99
	1.4.15	Sample Remolding	Per hr	$72.80
	1.4.16	Sieve Analysis (TEX-110-E)	Per ea	$94.63
	1.4.17	Shrinkage (Volumetric) (ASTM D427, ASTM D4943)	Per ea	$98.27
	1.4.18	Soil Cement or Lime Compression Test (TEX-120-E Part II, TEX-121-E Part II), each mold/specimen	Per ea	$99.48
	1.4.19	Soil pH (Tex-128-E)	Per ea	$78.86
	1.4.20	Soil Specific Gravity (TEX-108-E)	Per ea	$89.77
	1.4.21	Stabilization Ability of Lime by Soil PH (TEX-121-E Part III) up to 6 points	Per ea	$337.28
	1.4.22	Sulfate Content (Tex-145-E)	Per ea	$127.39
	1.4.23	Texture Depth by Sand Patch (Tex-436-A)	Per ea	$78.86
	1.4.24	Unconfined Compression Test - Cohesive Soils (ASTM D2166)	Per ea	$70.37
	1.4.25	Unconfined Compression Test - Rock (ASTM D2938)	Per ea	$98.27
	1.4.26	Dynamic Cone Penetration in Shallow Pavement Applications (ASTM D6951)	Per ea	$270.00
1.5	**Texas Triaxial Compression Test on Base Material TEX-117E, Part II, including the following:**			
	1.5.1	Molding, Curing, and Testing 9 Specimens	Per ea	$1,692.40

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	1.5.2	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-106-E)	Per ea	$94.63
	1.5.3	Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea	$80.08
	1.5.4	Percent Passing No. 200 Sieve (TEX-111-E)	Per ea	$61.87
	1.5.5	Sample Preparation (TEX-101-E)	Per ea	$90.99
	1.5.6	Sieve Analysis (TEX-110-E)	Per ea	$94.63
	1.5.7	Wet Ball Mill (TEX-116-E)	Per ea	$293.59
1.6	Report of Soil Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$100.70
2. Testing of Concrete and Aggregates				
2.1	**Concrete Cylinder**			
	2.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	2.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$72.80
	2.1.3	Cylinder Charge (per each)	Per ea	$35.19
2.2	**Concrete Coring**			
	2.2.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	2.2.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$72.80
	2.2.3	Concrete Coring Equipment Charge	Per hr	$50.95
	2.2.4	Core Bit Surcharge (in addition to base equipment and technician charges)		
		2.2.4.1 - 3-inch diameter core	Per inch	$6.07
		2.2.4.2 - 4-inch diameter core	Per inch	$7.89
		2.2.4.3 - 6-inch diameter core	Per inch	$10.37
	2.2.5	Concrete Core Strength Testing, Includes Core Curing and Preparation	Per ea	$87.35
2.3	**Laboratory Testing of Concrete and Aggregates**			
	2.3.1	Abrasion Test (TEX-410-A)	Per ea	$321.49
	2.3.2	Absorption of Aggregate	Per ea	$48.53
	2.3.3	Aggregate Gradation Analysis (TEX-200-F)	Per ea	$94.63
	2.3.4	Beam Flexural Strength (TEX 448-A)	Per ea	$52.17
	2.3.5	Coarse Aggregate Angularity	Per ea	$99.48
	2.3.6	Crushed Face Count (TEX-460-A)	Per ea	$100.70
	2.3.7	Decantation (Tex-406-E)	Per ea	$44.89
	2.3.8	Deleterious Materials (Clay Lumps/Friable Part I) Mineral Aggregate (Tex-413-A)	Per ea	$88.56
	2.3.9	Fine Aggregate Angularity	Per ea	$99.48
	2.3.10	Fineness Modulus of Fine Aggregate (Tex-402-A)	Per ea	$54.59
	2.3.11	Flat, Elongated Particles (ASTM D4791)	Per ea	$99.48
	2.3.12	Micro Deval Abrasion (TEX-461-A)	Per ea	$297.23
	2.3.13	Organic Impurities in Fine Aggregate (Tex-408-A)	Per ea	$67.94
	2.3.14	Pavement Thickness by Direct Measurement (Tex-423-A)	Per ea	$36.39
	2.3.15	Sand Equivalent (Clay Content) (Tex-203-F)	Per ea	$115.26
	2.3.16	Sieve Analysis of Fine and Coarse Aggregate (Tex-401-A)	Per ea	$94.63
	2.3.17	Soundness, Sodium, or Magnesium (ASTM C88, Tex-411-A)	Per ea	$473.15
	2.3.18	Specific Gravity of Aggregate	Per ea	$72.80
	2.3.19	Flakiness Index of Aggregate	Per ea	$122.65
	2.3.20	Splitting Tensile Strength of Cylindrical Concrete Specimen (ASTM C496)	Per ea	$52.17
	2.3.21	Thickness of Concrete Cylinders or CTB Cores (ASTM C174)	Per ea	$24.27
	2.3.22	Unit Weight of Aggregate	Per ea	$48.53
	2.3.23	Unit weight of Concrete Specimens by Measurements	Per ea	$18.19
2.4	Report of Concrete Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$100.70
3. Testing of HMAC and Liquid Asphalt				
3.1	**HMAC Field Testing and Sample Pick-up**			

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.1.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	3.1.2	Field Tech Time (on-site only, 2-hour minimum)	Per hr	$72.80
	3.1.3	Longitudinal Joint Density with Density Gauge (Tex-207-F, VII) (Plus Tech time)	Per ea	$94.63
	3.1.4	Mat Segregation with Density Gauge (Tex-207-F, Part V) (Plus Tech time)	Per ea	$94.63
	3.1.5	Pavement Thickness Determination (Tex-140-E)(Plus Tech time)	Per ea	$24.27
	3.1.6	Thermal Profile (Tex-244-F)(Plus Tech time)	Per ea	$212.31
	3.1.7	Permeability or Water Flow of Hot Mix Asphalt	Per ea	$90.56
3.2	**Laboratory Testing of HMAC**			
	3.2.1	Asphalt Content by Extraction (TEX-210-F, T164)	Per ea	$203.82
	3.2.2	Asphalt Content by Ignition Method (Tex-236-F)	Per ea	$218.38
	3.2.3	Specimen Molding by SGC (TEX-241-F) (2 per set)	Per ea	$103.12
	3.2.4	Specimen Molding by TGC (TEX-206-F) (3 per set)	Per ea	$75.22
	3.2.5	Bulk Density of Compacted Specimens (TEX-207-F, Part I) (2 or 3 per set)	Per ea	$75.22
	3.2.6	Hveem Stability (TEX-208-F) (3 per set)	Per ea	$75.22
	3.2.7	Gradation of Aggregate from Extraction or Ignition (TEX-200-F)	Per ea	$94.63
	3.2.8	Hamburg Wheel Tracker (TEX-242-F) (Includes Molding)	Per ea	$686.67
	3.2.9	Indirect Tensile Strength (TEX-226-F) (Molding is not included)	Per ea	$88.56
	3.2.10	Bulk Specific Gravity of Core (Tex-207-F Part I)	Per ea	$32.76
	3.2.11	Bulk Specific Gravity of Core (Tex-207-F Part VI), in addition to Specific Gravity (3.2.14)	Per ea	$75.22
	3.2.12	Maximum Theoretical Specific Gravity, Rice Method (Tex 227-F)		
		3.2.12.1 - Bag Sample	Per ea	$67.94
		3.2.12.2 - Core Sample	Per ea	$80.08
	3.2.13	Cantabro Loss (TEX-245-F) (Molding is not included)	Per ea	$135.87
	3.2.14	Boiling Stripping Test (TEX-530-C)	Per ea	$133.45
	3.2.15	Draindown Characteristics of Bituminous Materials (Tex-235-F)	Per ea	$134.00
	3.2.16	Moisture Content of Bituminous Materials (Tex-212-F)	Per ea	$50.00
	3.2.17	Shear Bond Strength Test (Tex-249-F)	Per ea	$248.24
	3.2.18	Ideal Cracking Test (Tex-250-F)	Per ea	$362.02
	3.2.19	Thickness of HMAC cores by Direct Measurement	Per ea	$15.76
3.3	**HMAC Coring**			
	3.3.1	Trip Charge (round-trip from REL Austin) (Vehicle or Mileage is not Included)	Per hr	$72.80
	3.3.2	Field Tech time (on-site only, 2-hour minimum)	Per hr	$72.80
	3.3.3	Core, per inch thickness		
		3.3.3.1 - 0"–6" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$118.90
		3.3.3.2 - > 6"–10" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$131.63
		3.3.3.3 - > 10"–14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$169.85
		3.3.3.4 - >14" depth @ 6"Ø (includes patching and sample prep.)	Per ea	$169.85
		3.3.3.5 - Per inch beyond 14" depth @ 6"Ø (includes patching and sample prep.)	Per inch	$7.28
3.4	**Laboratory Testing of Liquid Asphalt and Emulsions**			
	3.4.1	Abson Recovery (Extraction using Solvent is not Included)	Per ea	$291.17
	3.4.2	Breaking Index (Asphalt Emulsions)	Per ea	$114.04
	3.4.3	Cement Mix	Per ea	$86.13
	3.4.4	Demulsibility (Anionic or Cationic Emulsions)	Per ea	$86.13
	3.4.5	Density of Emulsified Asphalt	Per ea	$86.13
	3.4.6	Ductility of Bituminous Materials	Per ea	$122.54
	3.4.7	Elastic Recovery Test	Per ea	$99.48
	3.4.8	Float Test For Bituminous Materials	Per ea	$99.48
	3.4.9	Kinematic Viscosity of Cut-Back Asphalt	Per ea	$122.54
	3.4.10	Penetration of Bituminous Materials	Per ea	$76.44
	3.4.11	Residue by Distillation (Cutback or Emulsified Asphalts)	Per ea	$179.55
	3.4.12	Residue by Evaporation	Per ea	$179.55

EXHIBIT D

RATE SCHEDULE

CONSTRUCTION MATERIALS TESTING SERVICES				
Consultant Name: RODRIGUEZ ENGINEERING LABORATORIES LLC			**UNIT**	**RATES**
	3.4.13	Saybolt Viscosity of Emulsified Asphalt at 25°C (77°F)	Per ea	$76.44
	3.4.14	Saybolt Viscosity of Emulsified Asphalt at 50°C (122°F)	Per ea	$76.44
	3.4.15	Sieve Test of Emulsified Asphalt	Per ea	$53.38
	3.4.16	Softening Point of Bitumen (Ring-and-Ball)	Per ea	$122.54
	3.4.17	Storage Stability (24 Hrs)	Per ea	$133.45
	3.4.18	Specific Gravity of Emulsified Asphalt	Per ea	$82.49
	3.4.19	Viscosity by Vacuum Capillary Viscometer	Per ea	$122.54
3.5	Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.)		Per ea	$100.70
4. Field Testing Equipment				
4.1	**Vehicle**			
	4.1.1	Within City of Austin ETJ, within 50 miles (one-way) from REL	Per trip	$85.00
4.2	**Falling Heavy Weight Deflectometer (FWD) Testing**			
	4.2.1	FWD Field Data Collection (Equipment and Operator)(8 hr/day maximum)	Per day	$2,995.71
	4.2.2	FWD Equipment (Mobilization/Demobilization)	Per ea	$249.65
	4.2.3	FWD Operator (Mobilization/Demobilization)	Per hr	$104.34
4.3	**High Speed Inertial Profiler (IRI) Testing**			
	4.3.1	IRI Field Data Collection (Equipment Only)(8 hr/day maximum)	Per day	$443.81
	4.3.2	IRI Equipment (Mobilization/Demobilization) (within 50 miles from REL)	Per trip	$69.16
	4.3.3	IRI Operator (Portal-to-Portal from REL)(4 hr minimum)	Per hr	$90.99
5. Engineering Consultation				
5.1	Principal		Per hr	$280.24
5.2	Project Manager/Professional Engineer		Per hr	$179.55
5.3	Project Engineer		Per hr	$139.52
5.4	Graduate Engineer		Per hr	$104.34
5.5	Senior Engineering Technician		Per hr	$90.99
5.6	Engineering Technician (Asphalt, Concrete, Soils, etc.)		Per hr	$72.80
5.7	Clerical		Per hr	$58.23

NOTES:

1. Minimum call-out charge for technician and equipment is 2 hours. Charges are accrued portal to portal.
2. The density test unit rate is based on a minimum of 3 tests per trip.
3. Transportation charges are applicable for all field testing assignments including sample pick up. But, if the technician is already at the job site, there is no sample pick up charges.
4. Trip charge refers to the labor for the Engineering Technician to drive to site. This is charged hourly. Vehicle charges refer to cost of vehicle associated with the trip.

Enrique Munoz
281-381-1314
munozsllc@outlook.com

2024 STANDARD RATES

LABOR RATES PER HOUR	REGULAR	OVERTIME	DOUBLE TIME
Level II – Inspector…….	82.00	123.00	164.00
Certified Welding Inspector……	125.00	187.50	250.00
Helper..……	65.00	97.50	130.00
Welder ……..……..	95.00	142.50	190.00
Hardness Testing…….	125.00	187.50	250.00
Equipment Charge per Job	100.00		

NOTE: Travel time same rates as above (Minimum Call-Out – 4 Hours, Portal to Portal)

WORK OUTSIDE THE UNITED STATES WILL BE NEGOTIATED

WORKING HOURS:

Regular Time - 7:00am to 3:30pm, Monday – Friday
Overtime - All hours worked after 3:30pm, Monday – Friday and all day Saturday
Double Time - All hours worked on Sunday and Holidays*

***HOLIDAYS:** New Year's Day, Easter, Memorial Day, US Independence Day, Labor Day, Thanksgiving, and Christmas Day

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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only

allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1143705

Date Filed:
04/08/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rodriguez Engineering Laboratories LLC
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Department of Infrastructure/Road & Bridge

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.
24RFSQ12
Materials Testing and Geotechnical Engineering

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

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

6 UNSWORN DECLARATION

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

My address is [redacted] (street), [redacted] (city), TX (state), 78660 (zip code), USA (country).

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

Executed in TRAVIS County, State of TEXAS, on the 9 day of FEBRUARY (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1143705

Date Filed:
04/08/2024

Date Acknowledged:
09/03/2024

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

Rodriguez Engineering Laboratories LLC
Austin, TX United States

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

Williamson County, Department of Infrastructure/Road & Bridge

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.

24RFSQ12
Materials Testing and Geotechnical Engineering

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **91.**

Meeting Date: 09/10/2024

Award of RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to Terracon Consultants Inc. for Road Bonds

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 Terracon Consultants, Inc., in the maximum payable amount of Five Hundred Thousand dollars ($500,000.00) and authorize the execution of the agreement. Funding source-Road Bonds.

Background

Terracon Consultants, Inc was recommended for award on 03.19.2024 item #66, through RFSQ #24RFSQ12, which established a group of top ranked firms, to assist Williamson County staff to provide Materials Testing and Geotechnical Engineering services to assist Williamson County staff in planning, designing, and constructing Road Bond, Road & Bridge and Facility projects. Terracon Consultants, Inc, is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded On-Call Materials Testing & Geotechnical Engineering Services contracts could potentially work on multiple projects under the Road Bond Programs with unique Work Authorizations for each project so that all billable time for that specific project may be applied to the appropriate P# and budget. The On-Call funding Source is Project: Road Bonds, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Terracon Consultants Inc Engineering Contract

Form 1295 Certificate Terracon Consultants complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	09/05/2024 09:06 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:59 AM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:36 PM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Terracon Consultants, Inc. ("Engineer")**
ADDRESS: **800 Paloma Drive, Suite 160, Round Rock, TX 78665**

PROJECT: **24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond On-Call ("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 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), 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

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. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. 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. 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 on or before the date specified in the Work

Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. 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 received an executed Work Authorization, which serves as the County's written notice 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 **Five-Hundred Thousand Dollars ($ 500,000.00)** (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. CAE

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 mutually 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 the County's Road Bond Program Manager, as identified herein-below, 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 each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) 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, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package 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 of a complete Invoice Package and approval thereof**, 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. **Failure to submit a Complete Invoice Package may delay payments.** 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 invoices 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 invoice. 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, the Engineer's ability to charge a late fee shall 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;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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 received an executed Work

Authorization, which serves as the County's written notice to, 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:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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:

Terracon Consultants, Inc.
Attn: Jesse Kocher, P.E.
800 Paloma Drive Ste 160
Round Rock , TX 78665

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 through the County's Designated Representative. 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, without written verification or adaptation by Engineer for the specific purpose intended, 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.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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 OR ITS AUTHORIZED REPRESENTATIVE 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.

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

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, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR 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 REASONABLE 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.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 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. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, 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 $200,000 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, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's

subcontractors/subconsultants; provided, however, consent by County must be in writing and and such consent shall not relieve or decrease the liability of Engineer hereunder.

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, and by email to:

   Williamson County, Texas
   C/O: Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626
   Email: purchase@wilco.org

   ~~With copy to:~~

   ~~Williamson County Auditor's Office~~
   ~~Attn: Contracts Auditor~~
   ~~901 South Austin Avenue~~
   ~~Georgetown, Texas 78626~~
   ~~Email: contractaudit@wilco.org~~

2. The 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: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: Terracon Consultants, Inc.
800 Paloma Drive Ste 160
Round Rock , TX 78665

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: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

__Terracon Consultants, Inc.

By: Jesse M. Kocher

Printed Name: ___Jesse M. Kocher _____

Title: __Senior Principal/Office Manager_____

Date: _ April 11, 20 24

APPROVED
By Christen Eschberger at 2:46 pm, Aug 01, 2024

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.

Terracon Consultants, Inc
Name of Firm

Signature of Certifying Official

Jesse Kocher, P.E.
Printed Name of Certifying Official

Senior Principal / Office Manager
Title of Certifying Official

April 09, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Jesse Kocher _____ the Office Manager of Terracon ,on behalf of said firm.

Nicole Leigh Phelps
Notary Public in and for the
State of Texas

My commission expires: 12/21/2024

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 10 – GEOTECHNICAL SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

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").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

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

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:
_____	Williamson County, Texas
By:_____	By:_____
Signature	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

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the 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.

800 Paloma Drive, Suite 160
Round Rock, Texas 78665
P (512) 628-6200
F (512) 442-1181
Terracon.com

2024 SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Project Services

Principal, Officer, per hour $200.00
Senior Engineer / Manager, per hour $180.00
Project Engineer / Manager, per hour $160.00
Administrative, per hour $70.00

Transportation

Vehicle, per trip $60.00

Concrete Field Services

Concrete Only Technician / Concrete Sample Pickup, per hour $65.00
Concrete / Reinforcing Steel Technician, per hour $70.00
Post-Tension Technician, per hour $80.00

Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4”x8”, each $25.00
Cylinder compression test (ASTM C 31 & C 39), 6”x12”, each $30.00
Concrete Core compression test (ASTM C39), each $60.00

Masonry Field Services

Masonry technician, per hour $70.00
Grout / Mortar Sample Pickup, per hour $65.00
Compressive strength of grout prism (ASTM C 1019), each $40.00
Cube Compressive strength, each $40.00

Soils Laboratory Testing and Classification

Atterberg limits (ASTM D 4318), each $100.00
Combined sieve analysis (ASTM C 136 and C 117) $150.00
Optimum moisture / maximum dry density relations (proctors)
- ASTM D698, each $250.00
- ASTM D1557, each $280.00
- Additional charge for Coarse Aggregate Correction (ASTM D4718) $50.00
- TXDOT TEX 113E, each $350.00
- TXDOT TEX 114E, each $250.00

SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Soils Field Services

In place density / moisture test, nuclear method (ASTM D6938)	$22.00
Soils Technician, per hour	$70.00
Field Gradation of lime treated soil, each	$60.00
Depth check of lime treated soil, each	$30.00
Soil pH value, each	$40.00
Sulfate Content, each	$50.00

Asphaltic Concrete Services

Asphalt technician, per hour	$70.00
Bulk specific gravity of lab molded specimens*, set of 3	$300.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	$120.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	$250.00
Asphalt core thickness & density, each	$70.00

*Includes Molding specimens (TEX 206F), set of 3

Coring Services

Coring Crew, per hour	$150.00
Coring Equipment, per day	$150.00

Drilled Pier

Technician, per hour	$80.00

Wood Framing

Wood Framing Technician, per hour	$90.00

Fire Stopping / Fire Proofing

Fire Stopping Technician, per hour	$90.00
Fire Proofing Technician, per hour	$90.00
Adhesion / Cohesion, each	$100.00
Density, each	$100.00

Structural Steel

Visual Inspection by CWI, per hour	$130.00
Ultrasonic Testing by CWI, per hour	$150.00
Ultrasonic Testing equipment / consumables, per day	$180.00

SCHEDULE OF SERVICES AND FEES
CONSTRUCTION MATERIALS ENGINEERING

Remarks

A two-hour minimum charge is applicable to all trips made for the performance of structural steel, firestopping, and wood testing/inspection services. A minimum charge of two hours will be assessed for trips to the project site for sample or cylinder pick up only and a two-hour minimum charge is applicable to all trips made for the performance of other testing, inspection, cancellations or consulting services.

All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office up to the nearest half hour.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for technician time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on Saturdays.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked on Holidays and Sundays.

Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed will be quoted on request.

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Terracon will submit invoices for services on a monthly basis. Payment for services shall be made within 30 days of receipt of the invoice in accordance with the Terracon "Agreement for Consulting Services" or "Authorization To Proceed". Additional administrative charges may be applicable if the client requires other invoicing procedures or payment terms.

SCHEDULE OF SERVICES AND FEES

GEOTECHNICAL ENGINEERING TESTING SERVICES

2024

GEOTECHNICAL ENGINEERING SERVICES

Site Investigation Services

Mobilization/Demobilization (minimum two-person crew with rig) (Ea.) $600.00
Auger or Wash borings (LF) $18.75
Drilling and Logging in Rock (soft- Austin chalk, Shale) (LF) $24.00
Add for coring in rock (LF) $6.50
Drilling & Logging in Rock (hard- Edwards, Buda Formation) (LF) $30.50
Add for coring in rock (LF) $12.00
Undisturbed Sample Boring with 3" Shelby Tube (Ea.) $36.00
Backfill Borings with Bentonite/Grout (LF) $11.00
Vehicle Charge (each) $60.00

Soil Testing – Laboratory and Field

Moisture Density Determination (TEX-113-E) (Ea.) $317.00
Moisture Density Determination (TEX- 114-E) (Ea.) $317.00
Moisture Content (Ea.) $18.50
Unit Dry Weight (Ea.) $18.50
Hydrometer Analysis (Ea.) $230.00
Atterberg Limits (Ea.) $96.00
Nuclear Density Tests (Ea.) $20.00
Specific Gravity (Ea.) $79.00
Unconfined Compressive Strength Test (Soil) (Ea.) $43.00
Unconfined Compressive Strength Test (Rock) (Ea.) $48.00
Swell Test, single pressure at estimated overburden (Ea.) $250.00
Standard Proctor (ASTM D-698) Compaction test (Ea.) $317.00
Modified Proctor (ASTM D-1577) Compaction test (Ea.) $317.00
ASTM Method D-422, Test Method for Particle Size Analysis of Soils
- Washed Sieve Analysis (Ea.) $72.00
- Through No. 40 Sieve (Ea.) $79.00
- Through No. 200 Sieve (Ea.) $60.00

Triaxial Unconsolidated Undrained Test (Soil) (UU) (Ea.) $180.00
Direct Shear Test (Soil) (Ea.) $700.00
Permeability Test of Soil (Ea.) $420.00
Depth Verification of Lime Stabilization (Ea.) $30.50
Lime Series (PI) (Ea.) $410.00
Sieve Analysis of Lime-Stabilized Soil (Ea.) $48.00
PH Determination of Soil-Lime Mixture (Ea.) $43.00
Sulfate Content (TEX-620-J or TEX-145-E) (Ea.) $100.00
Corrosivity Suite (Ea.) $350.00
California Bearing Ratio (3 Point Test) (Ea.) $700.00

SCHEDULE OF SERVICES AND FEES

GEOTECHNICAL ENGINEERING SERVICES

Miscellaneous Professional Services

Principal Engineer (Hr.).....$236.00
Project Manager (Hr.).....$202.00
Project Engineer (Hr.) $167.00
Project Geologist / Geophysicist (Hr.) $160.00
Graduate Engineer (Hr.) $121.00
Construction Services Manager (Hr.).....$138.00
Senior Technician (Hr.) $81.00
Technician Time (Hr.) $65.00
Outside Professional Services & Reimbursable Expenses ..... Cost
Clerical (Hr.) $65.00

Other

Mileage (per mile)..... per current IRS Rate
Traffic Control ..... *
*Quoted on a project specific basis

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 for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only

allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e., vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e., Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e., no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
3.6 No meals purchased for entertainment purposes will be allowed.
3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e., seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part

IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209183

Date Filed:
09/03/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Terracon Consultants, Inc
Round Rock, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, 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.
24RFSQ12
On-Call Materials Testing and Geotechnical Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Packer, Gayle	Olathe, KS United States	X	
Anderson, Tim	Phoenix, AZ United States	X	
Sander, Jason	Cincinnati, TX United States	X	
Cobb, Harold	Houston, TX United States	X	
Zambo, Vanessa	Olathe, TX United States	X	
Roberts, Jeff	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Round Rock (city), TX (state), 78665 (zip code), US (country).

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

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

Jesse M. Kocher
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1209183

Date Filed:
09/03/2024

Date Acknowledged:
09/03/2024

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

Terracon Consultants, Inc
Round Rock, TX United States

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

Williamson County, 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.

24RFSQ12
Materials Testing and Geotechnical Engineering

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Packer, Gayle	Olathe, KS United States	X	
Anderson, Tim	Phoenix, AZ United States	X	
Sander, Jason	Cincinnati, TX United States	X	
Cobb, Harold	Houston, TX United States	X	
Zambo, Vanessa	Olathe, TX United States	X	
Roberts, Jeff	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 **92.**

Meeting Date: 09/10/2024

Approval of 2nd and FINAL renewal of contract 22IFB145 Limestone Rock Asphalt-Vulcan Construction Materials, LLC for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract #22IFB145, for the 2nd and final renewal of Limestone Rock Asphalt with a price increase per the attached documentation and spreadsheet, with Vulcan Construction Materials, LLC for the 12-month term of 11/15/2024 – 11/14/2025.

Background

This is the 2nd and final renewal of the Limestone Rock Asphalt contract, with a price increase, due to the increase of Building Materials by 2.85% from Nov 2022 to June 2024. That equals an approximate $3.29 increase in material. However, Vulcan Construction Materials, LLC is only requesting a $3 increase. The Road and Bridge Department has confirmed the vendor met all of the county requirements in this contract and requests renewal. The Funding Source: 01.0200.0210.003550. Department Point of Contact is Kelly Murphy. Contractor is publicly traded, therefore no Form 1295 required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2 for Vulcan 22IFB145

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/15/2024 04:39 AM
County Judge Exec Asst.	Becky Pruitt	08/15/2024 09:30 AM
Purchasing (Originator)	Joy Simonton	09/04/2024 07:51 PM
Form Started By: Cheryl Johnson		Started On: 08/13/2024 12:22 PM
Final Approval Date: 09/04/2024		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	**22IFB145**	**Department:**	ROAD AND BRIDGE
Vendor Name:	**VULCAN CONSTRUCTION MATERIALS**		
Purpose/Intended Use of Product or Service (summary):			
FINAL and 2nd RENEWAL LIMESTONE ROCK ASPHALT			
Type of Contract:	IFB	**Start Date:**	15 Nov 2024
Purchasing Contact:	CHERYL JOHNSON	**End Date:**	14 Nov 2025
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.** # with $3 increase
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for 2nd of the two one (1) year renewal option periods:**

	old price	new price
Renewal Option Period 2	$115.57	$118.57
Renewal Option Period 1		
Initial Contract Period		

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 Vulcan Construction Materials, LLC

Name Julia Farrar

Title Analyst

Signature [signature]

Date 8/16/24

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB145 LIMESTONE ROCK ASPHALT

					FY 23	FY 24	FY 25
					Vulcan Construction Material LLC	Vulcan Construction Material LLC	Vulcan Construction Material LLC
Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing Delivered	Unit Pricing Delivered	Unit Pricing Delivered
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$115.57	$115.57	$118.57
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown*	$115.57	$115.57	$118.57
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown*	$115.57	$115.57	$118.57
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown*	$115.57	$115.57	$118.57
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown*	$115.57	$115.57	$118.57

***Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626**

☆ Producer Price Index by Industry: Building Material and Supplies Dealers (PCU44414441)

DOWNLOAD

Observation: Jun 2024: 216.514 (+ more)
Updated: Jul 12, 2024 7:54 AM CDT

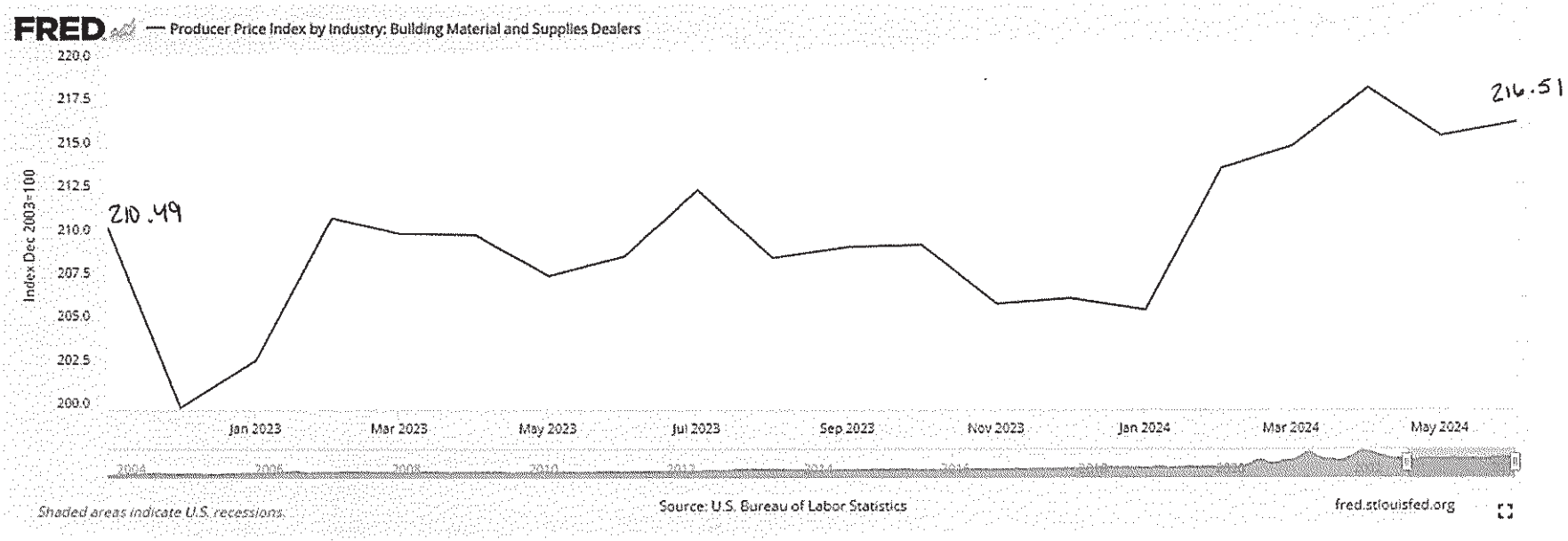
Units: Index Dec 2003=100, Not Seasonally Adjusted

Frequency: Monthly

1Y | 5Y | 10Y | Max

2022-11-01 to 2024-06-01

EDIT GRAPH



Meeting Date: 09/10/2024

Approval for, 2nd and FINAL renewal of contract 22IFB145 Limestone Rock Asphalt-Martin Marietta Materials, Inc for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of contract #22IFB145, for the 2nd and final renewal of Limestone Rock Asphalt for the same price, terms and conditions as the existing contract, with Martin Marietta Materiasl, Inc. for the 12-month term of 11/15/2024 – 11/14/2025.

Background

This is the 2nd and final renewal of the Limestone Rock Asphalt contract, for the same price, terms and conditions with Martin Marietta Materials, Inc. The Road and Bridge Department has confirmed the vendor met all of the county requirements in this contract and requests renewal. The Funding Source: 01.0200.0210.003550. Department Point of Contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2 Martin Marietta 22IFB145

Form 1295 Martin Marietta

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	08/15/2024 03:48 AM
County Judge Exec Asst.	Becky Pruitt	08/15/2024 08:56 AM
Purchasing (Originator)	Joy Simonton	09/04/2024 07:52 PM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:48 AM
Form Started By: Kerstin Hancock		Started On: 08/13/2024 05:10 PM
Final Approval Date: 09/05/2024		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	**22IFB145**	**Department:**	ROAD AND BRIDGE
Vendor Name:	Martin Marietta		
Purpose/Intended Use of Product or Service (summary):			
FINAL RENEWAL - LIMESTONE ROCK ASPHALT			
Type of Contract:	IFB	**Start Date:**	15 Nov 2024
Purchasing Contact:	CHERYL JOHNSON	**End Date:**	14 Nov 2025
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal for the same price, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd and FINAL of two one (1) year renewal option periods:**

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 Martin Marietta

Name Eduardo Aldape

Title Sales Representative

Signature Eduardo Aldape

Date 8/15/2024

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

Bill Gravell, Jr

Williamson County Judge

Signature _____

Date _____

22IFB145 LIMESTONE ROCK ASPHALT

					FY23/24	FY24/25
					Martin Marietta Materials Inc	**Martin Marietta Materials Inc**
Item #	Item Description	Quantity	Unit	Delivery Site*	Unit Pricing Delivered	Unit Pricing Delivered
1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type AA	5000	TONS	Georgetown*	$136.35	$136.35
1.1	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type A	5000	TONS	Georgetown*	$136.35	$136.35
1.2	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type B	2000	TONS	Georgetown*	$141.35	$141.35
1.3	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type C	2000	TONS	Georgetown*	$141.35	$141.35
1.4	Limestone Rock Asphalt TX DOT ITEM # 330 SAC B Type D	10000	TONS	Georgetown*	$141.35	$141.35

***Delivery location: 1400 NE Inner Loop, Georgetown, TX 78626**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1195154

Date Filed:
08/01/2024

Date Acknowledged:
08/05/2024

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

Martin Marietta
San Antonio, TX United States

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

WILLIAMSON COUNTY

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

22IFB145
Bid/Contract Renewal # 22IFB145 LIMESTONE ROCK ASPHALT

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1195154

Date Filed:
08/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Martin Marietta
San Antonio, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
22IFB145
Bid/Contract Renewal # 22IFB145 LIMESTONE ROCK ASPHALT

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

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

6 UNSWORN DECLARATION

[redacted]

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

Executed in Bexar County, State of Texas, on the 1 day of August (month), 20 24 (year).

ESTELA GARZA
Notary Public, State of Texas
Comm. Expires 08-24-2027
Notary ID 134525281

Estela Garza

Eduardo Aldape
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **94.**

Meeting Date: 09/10/2024

Alliance 24RFSQ17 Traffic Engineering Services

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 Alliance Transportation Group, LLC and Williamson County dated March 19, 2024. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 1 is to amend the Project Title to 24RFSQ17 Traffic Engineering Services.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 24RFSQ17 Traffic Engineering Services

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	08/26/2024 04:07 PM
County Judge Exec Asst.	Becky Pruitt	08/28/2024 09:24 AM
Form Started By: Vicky Edwards		Started On: 08/26/2024 03:20 PM
Final Approval Date: 08/28/2024		

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 **Alliance Transportation Group, LLC** (the "Engineer").

RECITALS

WHEREAS, County and Engineer previously executed a **Contract for Engineering Services** being dated effective **March 19, 2024** ("Contract");

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 language relating to the Project Title of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AMENDMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Project Title

Project Title shall be amended and supplanted by the following:

PROJECT: 24RFSQ17 Traffic Engineering Services ("Project")

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:	**COUNTY:**
Alliance Transportation Group, LLC	**Williamson County, Texas**
By: _____	By: _____
Printed Name: Jack E Shick Jr., PE. PTOE	Printed Name: Bill Gravell, Jr.
Title: Vice President, Director of Engineering	Title: County Judge
Date: August 26, 2024	Date: _____

Meeting Date: 09/10/2024

HNTB 82588 WA2 Road and Bridge GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $2,747,703.00 to expire September 30, 2025 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant (GEC) - Road and Bridge Project Management, Design Management, and Construction Management.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 82588 WA2 Road and Bridge GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 11:33 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:25 PM
Form Started By: Vicky Edwards		Started On: 09/05/2024 08:31 AM
Final Approval Date: 09/05/2024		

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 02

This Annual Fiscal Year Work Authorization is made as of this 1st day of October, 2024, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated January 9th, 2024 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2025. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2024 – September 30, 2025

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $2,747,703.00, payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

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Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:
See Attached Exhibit A.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: DocuSigned by: 2DA2BCA605524AC...
Name: _____	Name: Summer B. Lawton
Title: _____	Title: Vice President
Date: _____ ____, 20____	Date: 9/3/2024

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

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EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer under this Agreement shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for various Williamson County programs and departments, excluding the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Amend and update, in coordination with the Commissioners Court and County staff, the Long-Range Transportation Plan.
2. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
3. Meet with Commissioners and County staff monthly to identify priority projects.
4. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
6. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
7. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
8. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
9. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
10. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement

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program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

11. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.
12. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
13. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County projects, as needed.
14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.
15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.
16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.
17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.
18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.
19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the projects.
20. Prepare and issue project documentation throughout the duration of the project.
21. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of the County Road & Bridge Department's projects. The team will also pursue all new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

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Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.
   - Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
   - Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.

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- Review invoices, as requested.
- Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
- Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
- Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.
   - Review draft field notes for accuracy and coordinate with ROW attorney for title search.
   - Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW

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maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.

- Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
- Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
- Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
- Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
- Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
- Review reasonableness of engineering fee estimate for each project.
- Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.
   - Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

10. Manage and oversee the construction of the projects, including:
    - Coordinate the preparation and execution of the construction contract documents.
    - Prepare and distribute Notice of Award to contractor.
    - Prepare and submit Notice of Intent to TCEQ and others, as required.
    - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
    - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
    - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
    - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
    - Prepare and distribute the Notice to Proceed to contractor.
    - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
    - Review and evaluate contractor's construction schedule monthly.
    - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
    - Receive and review/document subcontractor agreements.
    - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
    - Attend weekly construction progress meetings.
    - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
    - Photograph ongoing construction activities daily through construction of projects.
    - Prepare monthly construction update presentation for the Court.
    - Prepare and issue traffic control notifications to affected entities.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

- Perform and document traffic control inspections.
- Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
- Receive and review QC test results for compliance with the specifications.
- Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
- Coordinate with adjacent property owners, other agencies, and affected entities regarding construction schedule and impacts, or as needed.
- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

11. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

12. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

13. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

14. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

15. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

16. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

17. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

18. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

19. Provide support to the County as requested in the event of a third-party claim.

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20. Manage and oversee construction project close-out and warranty period, including:

- Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
- Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
- Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
- Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
- Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
- Review and approve final pay application and retainage release.
- Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
- Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
- Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
- Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

	Principal	Sr. Project Advisor	Project Advisor	Program Manager	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Environmental Specialist	Sr. Environmental Planner	Sr. GIS Analyst	GIS Analyst
October 1, 2024 - September 30, 2025	2	228	161	18	3,122	1,833	75	134	145	258	2,843	309	166	-	362
WORK AUTHORIZATION TOTALS	2	228	161	18	3,122	1,833	75	134	145	258	2,843	309	166	-	362
BILLING RATES	$ 420	$ 414	$ 332	$ 443	$ 328	$ 260	$ 234	$ 234	$ 198	$ 157	$ 128	$ 230	$ 181	$ 204	$ 131
TOTAL HNTB LABOR	$ 840	$ 94,392	$ 53,452	$ 7,974	$ 1,024,016	$ 476,580	$ 17,550	$ 31,356	$ 28,710	$ 40,506	$ 363,904	$ 71,070	$ 30,046	$ -	$ 47,422

HNTB Fee
October 1, 2024 - September 30, 2025
SUBTOTAL

Subconsultants
October 1, 2024 - September 30, 2025
SUBTOTAL

JOB TOTALS

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

Sr. Urban Planner	Urban Planner	Sr. ROW Agent	Sr. Construction Manager	Sr. Business Manager	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
21	69	73	45	2	23	9	248	47	-	-	22	355	10,570
21	69	73	45	2	23	9	248	47	-	-	22	355	10,570
$ 256	$ 130	$ 220	$ 229	$ 253	$ 120	$ 229	$ 189	$ 106	$ 234	$ 175	$ 92	$ 87	
$ 5,376	$ 8,970	$ 16,060	$ 10,305	$ 506	$ 2,760	$ 2,061	$ 46,872	$ 4,982	$ -	$ -	$ 2,024	$ 30,885	$ 2,418,619

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction / Headlight	Travel			
	10,570	$ 38,000	$ 158,000	$ 2,418,619		$ 2,614,619
	10,570					**$ 2,614,619**
	722	$ -	$ -		$ 133,084	$ 133,084
	722					**$ 133,084**
	11,292	$ 38,000	$ 158,000	$ 2,418,619	$ 133,084.00	$ 2,747,703

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Subconsultant Fee Schedule (FLAG)

	Principal	Senior Program Controller	Program Controller II	Program Controller I	Sr. Program Scheduler	Program Scheduler II	Program Scheduler I	Senior Program Analyst	Program Analyst II	Program Analyst I	Senior Document Mgt Specialist	Document Mgt Specialist II	Document Mgt Specialist I	Administrative Manager	**TOTALS**
October 1, 2024 - September 30, 2025	78	208			208			208						20	722
WORK AUTHORIZATION TOTALS	78	208	-	-	208	-	-	208	-	-	-	-	-	20	722
BILLING RATES	$ 210	$ 194	$ 174	$ 157	$ 187	$ 169	$ 152	$ 172	$ 155	$ 139	$ 100	$ 90	$ 81	$ 84	
TOTAL FLAG LABOR	$ 16,380	$ 40,352	$ -	$ -	$ 38,896	$ -	$ -	$ 35,776	$ -	$ -	$ -	$ -	$ -	$ 1,680	$ 133,084

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction	Travel			
FLAG Fee						
October 1, 2024 - September 30, 2025	722	$ -	$ -	$ 133,084	$ -	$ 133,084
SUBTOTAL (FLAG)	**722**					**$ 133,084**
JOB TOTALS	722	$ -	$ -	$ 133,084	$ -	$ 133,084

Commissioners Court - Regular Session **96.**

Meeting Date: 09/10/2024

HNTB 82587 WA2 Road Bond GEC

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $20,486,208.00 to expire September 30, 2025 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024 for General Engineering Consultant (GEC) - Road Bond Project Management, Design Management, and Construction Management. Funding source: Road Bonds.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 82587 WA2 Road Bond GEC

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 11:33 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:26 PM
Form Started By: Vicky Edwards		Started On: 09/05/2024 08:32 AM
Final Approval Date: 09/05/2024		

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

ANNUAL FISCAL YEAR WORK AUTHORIZATION NUMBER 02

This Annual Fiscal Year Work Authorization is made as of this 1st day of October 2024, under the terms and conditions established in the Agreement for Engineering Services **(**General Engineering Consultant (GEC) – Construction Management/Inspection Services), dated January 9, 2024 (the Agreement), between Williamson County, Texas (County) and HNTB Corporation (Engineer). This Annual Fiscal Year Work Authorization is made for the following purpose, consistent with the Project defined in the Agreement:

> *Provide engineering management services required to initiate and monitor production of contract documents and construction for the projects in the Williamson County 2023 Road Bond Program.*

Section A. - Scope of Services

A.1. Engineer shall perform the following Services:

See attached Exhibit B

A.2. The following Services are not included in this Annual Fiscal Year Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the County:

Any Services not listed in Exhibit B and/or exceeding the Authorized Fee.

A.3. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to County:

See attached Exhibit B

Section B. - Schedule

This Annual Fiscal Year Work Authorization shall be effective as of the date of the last party's execution below and continue until September 30, 2025. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

October 1, 2024 – September 30, 2025

Section C. - Compensation

C.1. In return for the performance of the foregoing obligations, County shall pay to Engineer the not-to-exceed amount of $20,486,208.00 payable according to the Rate Schedule and terms of the Agreement.

C.2. Compensation for Additional Services (if any) shall be paid by County to Engineer according to the Rate Schedule and terms of the Agreement.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

Section D. - County's Responsibilities

County shall perform and/or provide the following in a timely manner so as not to delay the Services of Engineer. Unless otherwise provided in this Annual Fiscal Year Work Authorization, County shall bear all costs incident to compliance with the following:
See Attached Exhibit A.

Section E. - Other Provisions

The parties agree to the following provisions with respect to this specific Annual Fiscal Year Work Authorization:

Not Applicable

IN WITNESS WHEREOF, the County and Engineer have executed this Annual Fiscal Year Work Authorization.

Williamson County, Texas (County)	HNTB CORPORATION (Engineer)
By: _____	By: DocuSigned by: 2DA2BCA605524AC...
Name: _____	Name: Summer B. Lawton
Title: _____	Title: Vice President
Date: _____ ____, 20____	Date: 9/3/2024

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

EXHIBIT A

SERVICES TO BE PROVIDED BY THE COUNTY

The services to be provided by COUNTY under the Agreement shall consist of the following items for the Williamson County Road Bond Program road and drainage projects.

1. Furnish all reference documents, information and project data for the development of the projects.
2. Provide traffic data and available schematic layouts for projects in the bond program.
3. Provide design contracts, fee schedules, and project schedules as provided by the project consultants.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

The services to be performed by the Engineer (Consultant) under this Contract shall consist of providing engineering management services required to initiate and monitor production of contract documents and construction of road and drainage projects for the Williamson County Road Bond Program.

The Engineer will furnish materials required to perform the engineering services below.

Program Management

1. Identify specific program activities and update/modify program organizational and management documents, agreements, and process.
2. Meet with Commissioners and County staff monthly to identify priority projects.
3. Maintain unit cost data to develop cost estimates, cash flow schedules, and implementation schedules for priority projects.
4. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
5. Assist in requesting qualification statements from engineering firms for design services, and from other service providers, as necessary.
6. Assist in selecting or pre-qualifying firms for review and consideration by the Commissioners Court for the road and drainage improvement projects and related activities.
7. Assist County Public Information Officer (PIO) in presenting the most up-to-date and relevant information for posting on the appropriate County website. Review the County website monthly. Provide updated language and exhibits to the PIO as needed for their use in updating the website.
8. Assist the County and Public Involvement consultant in developing public information strategies for the specific transportation project and for each of the road construction components. This would include items such as creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials, maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.

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9. Meet with Texas Department of Transportation (TxDOT) representatives quarterly or as new on-system projects are kicked off, to review TxDOT's proposed improvement program for Williamson County and identify projects the County can facilitate and expedite. Prepare documentation for developing Advance Funding Agreements and Local On-System Agreements between Williamson County and TxDOT for "partnering" projects.

10. Update as necessary the standardized professional service agreement (PSA) and construction contracts for program activities.

11. Assist County staff and the County Commissioners with appearances and presentations to elected officials, government bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.

12. Coordinate and assist the Environmental Permitting consultants in updating the comprehensive mitigation program for County road bond projects, as needed.

13. Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road and drainage projects, including:
    - Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
    - Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the program and maintained in P6 or Microsoft Project.
    - Maintain Bond Program Standard Procedures Manual.
    - Maintain Bond Program Standard Forms.
    - Maintain Bond Program Engineering Design Criteria.
    - Maintain Bond Program Plan Preparation Criteria.
    - Provide an annual update of the Standard Detail sheets.
    - Review existing Construction Specifications and revise, as necessary. Create new Construction Specifications and Provisions, as needed.
    - Review existing Williamson County Bid Package and Contract Documents and revise, as necessary.

14. Assist in preparation of Interlocal Agreements with Cities partnering with the County to jointly fund and construct projects. Monitor City activities, schedules, and invoices as necessary.

15. Assist in preparation of Development Agreements with Developers partnering with the County to jointly fund and construct projects. Monitor Developer activities, schedules, and invoices as necessary.

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16. Provide expert witness assistance in Right of Way (ROW) acquisition cases and other technical assistance, as requested, in legal matters relating to the program activities.

17. Implement and maintain ProjectWise based project database to facilitate project management and coordination of design and construction efforts. Electronic filing system to include program management materials, planning documents, design documents, right-of-way documents, bid documents, and construction documents.

18. Implement and maintain GIS based ROW database to monitor ROW acquisition status and facilitate timely acquisition of ROW for construction projects.

19. Attend meetings, participate in phone calls, prepare correspondence, send and respond to emails related to the road bond projects.

20. Prepare and issue project documentation throughout the duration of the project.

21. Continually identify and assess industry best practices that might be of value to the Road Bond Program.

22. Provide ongoing monitoring and processing responses to Federal (US DOT and USFWS), State (TxDOT and TCEQ), and local (CAMPO) rulemaking, programs, funding and policy directives. Specifically, the team will focus on proposals that could affect project development and timely delivery of 2023 Road Bond projects. The team will also pursue new funding opportunities from US DOT and CAMPO and assist the County in preparing grant applications and providing information for project/program calls.

Design & Planning Phase Oversight

1. Attend meetings with Commissioners, County Staff, TxDOT, local government officials, project engineers and other County consultants as needed.

2. Assist the ROW acquisition team in the coordination of acquisitions services and the timely acquisition of ROW for roadway projects. Provide preliminary cost estimates and a priority acquisition schedule.

3. Manage and oversee the Utility Coordination (UC) consultant activities, including:
   - Provide UC consultant with project list, location maps, and implementation schedule.
   - Facilitate coordination between the UC consultant and design consultants.
   - Review reasonableness of utility conflict strip maps.
   - Facilitate coordination between the UC consultant and local governments. Assist in preparation of Interlocal Agreements with Cities and other government entities regarding the relocation of their utility facilities.
   - Review and process utility agreements submitted by the UC consultant.

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- Monitor anticipated relocation schedules to further the timely relocation of utilities for construction projects.
- Review and process utility invoices submitted by the UC consultant.

4. Manage and oversee preliminary engineering, planning, and final engineering design activities and preparation of construction documents including:
   - Prepare draft scope of work for each road project.
   - Review final scope of work submitted for each road project.
   - Review reasonableness of engineering fee estimate for each project.
   - Assist Client in negotiation of contracts with selected firms.
   - Conduct kick-off meeting with project firm/team.
   - Review QA/QC plans submitted by design firms for conformance with County requirements.
   - Perform design and constructability reviews and provide one set of comments per submittal, including constructability reviews, in accordance with the Program Procedures Manual.
   - Coordinate environmental activities with design engineers, including project permitting, route/alignment issues, and right-of-way acquisition.
   - Review invoices, as requested.
   - Conduct a maximum of six (6) progress meetings per project and conduct in-house audits of project consultant activities on a monthly basis.
   - Oversee submission of plans to local governments, TxDOT, Texas Turnpike Authority (TTA), and Texas Commission on Environmental Quality (TCEQ), as required.
   - Provide project close-out, including obtaining and filing final design files received from design engineer once project construction is completed.

5. Manage and oversee the Environmental consultant activities, including:
   - Facilitate coordination between the Environmental consultant and design consultant.
   - Coordinate with Environmental consultant to obtain geological assessment, biological assessment, and endangered species habitat assessment for each project. Provide reviews in accordance with the Program Procedures Manual.
   - Review and provide comments on Regional Habitat Conservation Plan (RHCP) applications for construction projects. Submit RHCP applications on behalf of Williamson County.

6. Manage the geotechnical investigations, develop contracts for geotechnical firms as needed, and review and disseminate results from the geotechnical investigations. Provide and/or review pavement design for all county road projects.

7. Manage and oversee survey firm activities, including:
   - Prepare or review survey scope of work for on-call or project specific work authorizations.
   - Coordinate with surveyor to obtain field notes for proposed ROW acquisitions.

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- Review draft field notes for accuracy and coordinate with ROW attorney for title search.
- Coordinate with surveyor to perform miscellaneous tasks, such as staking existing or proposed ROW line, providing aerial or drone photography, or performing topographic survey.

8. Provide constructability reviews for each project, including:
   - Review reasonableness and constructability of construction documents at milestone submittals, during both planning and design phases. Documents to be reviewed may include schematics/plans, survey data, as-built records, existing and proposed ROW maps, adjacent project plans, geotechnical investigations/reports, environmental reports, ROW/easement agreements, utility information, and pavement reports.
   - Perform site visit to confirm the quality of existing site condition information provided in the construction documents.
   - Review proposed construction phasing and verify that the project and its phases are constructible based on the information provided in the traffic control sheets, and that traffic movements for the entire project limits have been addressed.
   - Review detours and traffic control to verify milling, level-up, pavement, signage, markings, etc. have been quantified and are included in the construction quantities.
   - Review geotechnical recommendations and confirm the recommendations have been incorporated into the design, and do not conflict with the information provided in the earthwork and structural specifications.
   - Review limits of construction to confirm that all proposed work is contained within the limits of the ROW or easements.
   - Review reasonableness of engineering fee estimate for each project.
   - Provide value engineering services for projects outside of scope and budget, as necessary.

9. Provide bid phase services, including:
   - Coordinate the preparation of the final bid documents.
   - Coordinate with Commissioner and Purchasing staff to set advertising and bidding schedule.
   - Prepare contract advertisement and project summary for placement on Court agenda for approval to advertise.
   - Facilitate the pre-bid conference.
   - Prepare/distribute meeting minutes and sign-in sheet to attendees.
   - Assist County and design engineer with answering contractor questions during advertisement period.
   - Coordinate the preparation and distribution of addenda. Review and approve addenda prior to distribution to plan holders.
   - Coordinate with TxDOT as necessary to verify the prequalification and bidding capacity of contractors requesting bid proposal documents for projects on state highway system or utilizing federal funding, including reimbursements.
   - Attend the bid opening and review bids for completeness and compliance with the Invitation for Bids.

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- Review design engineer's bid analysis and recommendation. Perform independent bid analysis, review bidder references, and review bidder qualifications.
- Coordinate with Commissioner regarding bidder reference results and recommendation of contract award.
- Prepare recommendation of contract award to the successful bidder, for placement on Court agenda for approval.

Construction & Warranty Phase Oversight

1. Manage and oversee the construction of the projects, including:
   - Coordinate the preparation and execution of the construction contract documents.
   - Prepare and distribute Notice of Award to contractor.
   - Prepare and submit Notice of Intent to TCEQ and others, as required.
   - Coordinate distribution of Water Pollution and Abatement Plan or Contributing Zone Plan to contractor and construction observer.
   - Facilitate the pre-construction conference and prepare/distribute meeting minutes to attendees.
   - Perform pre-construction site visit and video existing conditions within the project limits for documentation purposes.
   - Prepare and distribute County TCEQ Site Notice to contractor for posting on construction project site billboard, as required.
   - Prepare and distribute the Notice to Proceed to contractor.
   - Coordinate the selection of an on-call testing firm for QA testing on behalf of the County and negotiate Work Authorizations as needed.
   - Review and evaluate contractor's construction schedule monthly.
   - Receive and process/approve construction submittals. Submittals approved by HNTB will be reviewed and returned to Contractor within fourteen (14) days of receipt.
   - Receive and review/document subcontractor agreements.
   - Perform construction observation and documentation and provide on-site staff on an as-needed basis to oversee construction of the projects.
   - Attend weekly construction progress meetings.
   - Prepare and issue construction update reports, weekly, bi-weekly, and/or monthly, depending on specific project requirements.
   - Photograph ongoing construction activities daily through construction of projects.
   - Prepare monthly construction update presentation for the Court.
   - Prepare and issue traffic control notifications to affected entities.
   - Perform and document traffic control inspections.
   - Perform and document SW3P inspections. Ensure contractor is complying with requirements of the Water Pollution and Abatement Plan or Contributing Zone Plan if applicable.
   - Receive and review QC test results for compliance with the specifications.
   - Schedule oversight (QA) testing on behalf of the County. Oversee the independent testing firms.
   - Coordinate with adjacent property owners, other agencies, and affected entities

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regarding construction schedule and impacts, or as needed.

- Assist the County in documentation of the DBE program.
- Prepare and process/respond to Requests for Information (RFIs) when necessary. Coordinate with the engineer of record as necessary.
- Prepare Change Orders when necessary. This may include negotiation of change order scope/prices and adjustments to contract time. Coordinate with Engineer of Record for plan and/or quantity revisions, as necessary. Prepare documentation detailing the reason for each Change Order and justification for new items, price adjustments, or time extensions. Discuss proposed Change Orders with the appropriate County Commissioner during development, submit proposed Change Orders to the Court for approval, and facilitate and track further Change Order processing to completion.
- Maintain program summary of proposed and executed changes orders for active and completed construction projects.
- Maintain construction records, including project diaries, daily reports, pay folders, SW3P inspection records, and TCP inspection records, as needed. Construction records for projects on the TxDOT system, or containing state/federal funds, will comply with TxDOT Local Government Project Procedures requirements.
- Review and recommend for approval monthly construction pay applications. Review requested quantities for payment and compare to documented construction progress during the pay period, confirm that contract quantities/prices and Change Orders are accurately included, confirm paid to date and retainage amounts, confirm that contract time utilized is recorded appropriately, review Material on Hand invoices, review DBE monthly reports if required, and confirm that partial lien waivers are included for both contractor and subcontractors.
- Coordinate with contractor regarding status of construction invoice payments. Correspond with subcontractors and material suppliers, as needed, regarding any outstanding payments from prime contractor.
- Coordinate with bond holders as necessary in the event of default by the prime contractor.
- Review contractor punchlist and request for substantial completion. Coordinate a project walk through and prepare a punchlist on behalf of the County. Compile punchlist on behalf of County and any other stakeholders (city, TxDOT, etc.).
- Prepare and distribute Notice of Substantial Completion to contractor, along with punchlist of items required to complete the project.

2. Coordinate, schedule, and attend ground breaking and ribbon cutting ceremonies. Review and edit press releases for accuracy.

3. Update County Staff and County Commissioners on project status and issues. As needed, meet individually with County Staff and County Commissioners to discuss project status and issues in greater detail.

4. Manage and oversee construction phase engineering design efforts and any necessary plan revisions. Provide QA reviews of construction phase design documents. Reviews may include quantity confirmation, constructability review, review of specifications specified, coordination with the existing construction documents, etc.

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

5. Prepare construction phase invoices for County submittal to TxDOT, developers, Cities, or other local entities for reimbursement of expenditures on jointly funded projects, as needed.

6. Coordinate with utility relocation/coordination team regarding construction phase utility relocations and conflicts.

7. Coordinate with the ROW acquisition team regarding construction phase acquisitions. Review ROW contracts to ensure ROW obligations are met during construction.

8. Coordinate and meet with County Road and Bridge, Purchasing, and Audit departments, and other County representatives as needed.

9. Coordinate with State agencies (TxDOT, TTA, TCEQ) and local governments to facilitate construction of the Road Bond projects with respect to facilities owned by these agencies, an/or to expedite the review and approval process of proposed change orders by these agencies.

10. Provide support to the County as requested in the event of a third-party claim.

11. Manage and oversee construction project close-out and warranty period, including:
    - Perform post-construction site visit to verify completion of the punchlist and video conditions within the project limits for documentation purposes.
    - Upon completion of the punchlist, prepare and distribute Certificate of Completion to contractor.
    - Negotiate and respond to contractor claims on behalf of the County, as needed. This may include review of contractor provided claim documentation, review of project records, meetings with County staff, County Commissioners, or program management personnel to discuss claim/response, negotiation meetings with contractor, and preparation/and distribution of correspondence.
    - Obtain final record drawings from Contractor and review for accuracy. Maintain a pdf file containing final record drawings for each project.
    - Prepare and process final balancing Change Order to reconcile quantities adjusted due to field conditions.
    - Review and approve final pay application and retainage release.
    - Receive warranty bond from contractor and perform quarterly warranty inspections during the warranty period.
    - Upon receipt of all required closeout documentation, prepare and distribute Certificate of Acceptance to the contractor.
    - Prepare quarterly warranty reports and distribute to contractor. Coordinate with contractor regarding completion of required warranty work and prepare/issue notice to contractor upon successful completion of warranty period.
    - Scan all contract files and compile an electronic record of contract documents. Provide project closeout package to County in electronic format, including final record drawings received from Contractor, after project construction is accepted and the files are closed.

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	Principal	Sr. Project Advisor	Project Advisor	Program Manager	Sr. Project Manager	Project Manager	Deputy Project Manager	Sr. Engineer	Project Engineer	Design Engineer	EIT	Principal Planner	Environmental Specialist	Sr. Environmental Planner	Environmental Planner	Sr. GIS Analyst	GIS Analyst
October 1, 2024 - September 30, 2025	199	1,694	363	1,064	13,552	9,134	555	3,404	2,555	2,726	5,270	36	55	1,621	289	1,869	146
WORK AUTHORIZATION TOTALS	199	1,694	363	1,064	13,552	9,134	555	3,404	2,555	2,726	5,270	36	55	1,621	289	1,869	146
BILLING RATES	$ 420	$ 414	$ 332	$ 443	$ 328	$ 260	$ 234	$ 234	$ 198	$ 157	$ 128	$ 290	$ 230	$ 181	$ 141	$ 204	$ 131
TOTAL HNTB LABOR	$ 83,580	$ 701,316	$ 120,516	$ 471,352	$ 4,445,056	$ 2,374,840	$ 129,870	$ 796,536	$ 505,890	$ 427,982	$ 674,560	$ 10,440	$ 12,650	$ 293,401	$ 40,749	$ 381,276	$ 19,126
HNTB Fee																	
October 1, 2024 - September 30, 2025																	
SUBTOTAL																	
Subconsultants																	
October 1, 2024 - September 30, 2025																	
SUBTOTAL																	
JOB TOTALS																	

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

Sr. Urban Planner	Urban Planner	Sr. ROW Agent	Sr. Construction Manager	Construction Manager	Sr. Construction Representative	Construction Representative III	Construction Representative II	Construction Representative	Sr. Developer	Developer	Sr. Business Manager	Business Manager	Sr. Project Analyst	Project Analyst	Quality Manager	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	Intern	**TOTALS**
1,306	1,601	973	2,187	2,189	6,555	9,151	2,189	3,056	1,276	1,770	7	10	-	350	331	6,465	2,188	-	2	238	2,790	89,166
1,306	1,601	973	2,187	2,189	6,555	9,151	2,189	3,056	1,276	1,770	7	10	-	350	331	6,465	2,188	-	2	238	2,790	89,166
$ 256	$ 130	$ 220	$ 229	$ 193	$ 165	$ 158	$ 146	$ 111	$ 210	$ 138	$ 253	$ 176	$ 164	$ 120	$ 229	$ 189	$ 106	$ 234	$ 175	$ 92	$ 87	
$ 334,336	$ 208,130	$ 214,060	$ 500,823	$ 422,477	$ 1,081,575	$ 1,445,858	$ 319,594	$ 339,216	$ 267,960	$ 244,260	$ 1,771	$ 1,760	$ -	$ 42,000	$ 75,799	$ 1,221,885	$ 231,928	$ -	$ 350	$ 21,896	$ 242,730	$ 18,707,548

	Total	Expenses			Subconsultant	**TOTAL**
	Hours	Reproduction / Headlight	Travel	Labor	Labor	**FEE**
	89,166	$ 38,000	$ 158,000	$ 18,707,548		$ 18,903,548
	89,166					**$ 18,903,548**
	7,614	$ -	$ 1,960		$ 1,580,700	$ 1,582,660
	7,614					**$ 1,582,660**
	96,780	$ 38,000	$ 159,960	$ 18,707,548	$ 1,580,700.00	$ 20,486,208

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

Subconsultant Fee Schedule - FLAG

	Principal	Senior Program Controller	Program Controller II	Program Controller I	Sr. Program Scheduler	Program Scheduler II	Program Scheduler I	Senior Program Analyst	Program Analyst II	Program Analyst I	Senior Document Mgt Specialist	Document Mgt Specialist II	Document Mgt Specialist I	Administrative Manager	**TOTALS**
October 1, 2024 - September 30, 2025	702	1,872			1,872			1,872						96	6,414
WORK AUTHORIZATION TOTALS	702	1,872	-	-	1,872	-	-	1,872	-	-	-	-	-	96	6,414
BILLING RATES	$ 210	$ 194	$ 174	$ 157	$ 187	$ 169	$ 152	$ 172.00	$ 155.00	$ 139.00	$ 100.00	$ 90.00	$ 81.00	$ 84.00	
TOTAL FLAG LABOR	$ 147,420	$ 363,168	$ -	$ -	$ 350,064	$ -	$ -	$ 321,984	$ -	$ -	$ -	$ -	$ -	$ 8,064	$ 1,190,700

	Total Hours	Expenses		Labor	Subconsultant Labor	**TOTAL FEE**
		Reproduction	Travel			
FLAG Fee						
October 1, 2024 - September 30, 2025	6,414	$ -	$ -	$ 1,190,700	$ -	$ 1,190,700
SUBTOTAL (FLAG)	**6,414**					**$ 1,190,700**
JOB TOTALS	6,414	$ -	$ -	$ 1,190,700	$ -	$ 1,190,700

Docusign Envelope ID: D54AA744-6357-44BD-BD0F-E19E47B0B4B8

Subconsultant Fee Schedule – B2Z

	Principal	Sr. Project Manager	Project Manager	Sr. Engineer	EIT	Sr. Project Controls	Project Controls	Sr. Scheduler	Scheduler	Administrative Assistant	**TOTALS**
October 1, 2024 - September 30, 2025		1,200									1,200
TASK ORDER TOTALS	-	1,200	-	-	-	-	-	-	-	-	1,200
BILLING RATES	$ 425.00	$ 325.00	$ 275.00	$ 235.00	$ 135.00	$ 175.00	$ 110.00	$ 235.00	$ 190.00	$ 95.00	
TOTAL B2Z LABOR	$ -	$ 390,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 390,000

		Total Hours	Expenses		Labor	**TOTAL FEE**
			Reproduction	Travel		
B2Z Fee						
October 1, 2024 - September 30, 2025		1,200	$ -	$ 1,960	$ 390,000	$ 391,960
SUBTOTAL (B2Z)		**1,200**				**$ 391,960**
JOB TOTALS		1,200	$ -	$ 1,960	$ 390,000	$ 391,960

Meeting Date: 09/10/2024

Cobb, Fendley 1811-273 WA7 SA1 CR 255 Water Line

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 Supplemental Work Authorization No 1 to Work Authorization No 7 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for CR 255 City of Georgetown Water Line Relocations. Funding source: P546

Background

This supplemental is to increase the maximum amount payable to $595,283.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb, Fendley 1811-273 WA7 SA1 CR 255 Water Line

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 08:43 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:21 PM
Form Started By: Vicky Edwards		Started On: 09/04/2024 04:25 PM
Final Approval Date: 09/05/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 7

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 255 - City of Georgetown Water Line Relocations

This Supplemental Work Authorization No. 1 to Work Authorization No. 7 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 7 dated effective February 27, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

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

AGREEMENT

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

I. The maximum amount payable for services under the Work Authorization is hereby increased from $365,722.00 to $595,283.00.

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 Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
August 29, 2024	_____
Date	Date

ATTACHMENT D

Fee Schedule

	Hours											Expenses			
	$235.00 per hour	$195.00 per hour	$170.00 per hour	$150.00 per hour	$145.00 per hour	$155.00 per hour	$125.00 per hour	$115.00 per hour	$295.00 per hour	$145.00 per hour	$105.00 per hour	$0.655 per mile	$15.000 per each	$0.150 per sheet		
Task	Senior Project Manager	Senior Engineer	RPLS	Proj Engr II	Senior Technician	Sr Utility Specialist	SUE Technician III	SUE Technician II	VacEx Truck w Crew (4000)	2-Man Survey Field Crew	Administrative	Mileage	Delivery	Copies	Total Hours	Total Budget
Design Phase																
A. Data Development																
A1. Gather and analyze data.		24		24	30							144			78	$12,630.00
A2. Prepare preliminary adjustment and relocation plans for relocations associated with interim roadway design.		12		48	24										84	$13,020.00
A3. Coordination meeting with City	2	2		2	2						2				10	$1,660.00
A4. Quality Level A test holes (11 holes)	9	3	1		9	5	20	20	70	10					147	$31,850.00
A5. Traffic Control-Flaggers ($1,600/day)																$11,200.00
B. Plans																
B1. Cover (1 sheet)		3		5	3										11	$1,770.00
B2. General Notes (2 sheets)	3			3	3										9	$1,590.00
B3. Summary of Quantities (2 sheets)	2	8		10												$3,530.00
B4. Overall Layout (1 sheet)	3			6	9										18	$2,910.00
B5. Erosion and Sedimentation Controls (14 Sheets)	7	42		112	84										245	$38,815.00
B7. Plan and Profile (30 Sheets)	23	180		900	360							286			1463	$227,705.00
B8. Water Services (5 Sheets)	4	15		45	15										79	$12,790.00
B9. Detail Sheets (5 sheets)		8		5											13	$2,310.00
B9. Restrained Joint Calculations (1 Sheet)		10													10	$1,850.00
C. ARV Calculations	4	10		16											30	$5,290.00
D. Specifications	4	8		16							16				44	$6,580.00
E. Quantity Take-Off/Bid Form	3	12		47											62	$10,095.00
F. Cost Estimate	3	12		24											39	$6,645.00
G. QA/QC	135	45													180	$40,500.00
H. Design Workshop Meeting	4	4		8											16	$2,520.00
I. Submittal Packages (3)		18		24							18				60	$9,000.00
J. Respond to Comments	8	12		18											36	$6,450.00
K. Coordination/Review Meetings (3)		9		9							6				24	$3,735.00
L. Approvals				6							4				10	$1,320.00
M. Project Management.	6	24									6				36	$6,720.00
Hour Sub Total	218	481	1	1328	599	5	20	20	70	10	52	432	0	0	2724	
Subtotal Labor Costs	$51,230.00	$89,895.00	$170.00	$199,200.00	$78,155.00	$775.00	$2,500.00	$2,300.00	$20,650.00	$1,450.00	$5,460.00	$282.96	$0.00	$0.00		$462,985.00
Subtotal Expense Costs																$298.00

Bid Phase																
A. Attend pre-bid conference		2		6								144			8	$1,290.00
B. Respond to contractors' questions	2	4		8											14	$2,450.00
C. Prepare addenda (1)	2	6		10							4				22	$3,560.00
Hour Sub Total	4	12	0	24	0						4	144	0	0	44	
Subtotal Labor Costs	$940.00	$2,340.00	$0.00	$3,600.00	$0.00						$420.00	$94.32	$0.00	$0.00		$7,300.00
Subtotal Expense Costs																$100.00

Construction Phase																
A. Attend preconstruction meeting		2		6								144			8	$1,290.00
B. Attend progress meetings (12)		18		54								1728			72	$11,610.00
C. Attend site visits (5)		8		24								432			32	$5,160.00
D. Review submittals (25)	7	19		38							19				83	$13,045.00
E. Respond to RFIs (12)	3	24		72	36										135	$21,405.00
F. Change orders (2)	4	18		24	24										70	$11,530.00
G. Project close-out		6		12											18	$2,970.00
H. Record drawings	4	75		120	90										289	$46,515.00
I. Project Management.	12	24									18				54	$9,390.00
Hour Sub Total	30	194	0	350	150						37	2304	0	0	761	
Subtotal Labor Costs	$7,050.00	$37,830.00	$0.00	$52,500.00	$21,750.00						$3,885.00	$1,509.12	$0.00	$0.00	$0.00	$123,015.00
Subtotal Expense Costs																$1,585.00

Updated Fee Estimate			
Task	Labor	Expense	Total Fee
Design	$462,985.00	$298.00	$463,283.00
Bid	$7,300.00	$100.00	$7,400.00
Construction	$123,015.00	$1,585.00	$124,600.00
Total	$593,300.00	$1,983.00	$595,283.00

Original Fee Estimate			
Task	Labor	Expense	Total Fee
Design	$253,255.00	$298.00	$253,553.00
Bid	$7,300.00	$100.00	$7,400.00
Construction	$103,580.00	$1,189.00	$104,769.00
Total	$364,135.00	$1,587.00	$365,722.00

Additional Fee Estimate			
Task	Labor	Expense	Total Fee
Design	$209,730.00	$0.00	$209,730.00
Bid	$0.00	$0.00	$0.00
Construction	$19,435.00	$396.00	$19,831.00
Total	$229,165.00	$396.00	$229,561.00

Commissioners Court - Regular Session **98.**

Meeting Date: 09/10/2024

Cobb, Fendley 1811-273 Contract Amendment No 5 Utility Coordination Not Related to Road Bond Activities

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 5 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 5 is to update the rate schedule.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb, Fendley 1811-273 Contract Amendment No 5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	09/05/2024 08:43 AM
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:22 PM
Form Started By: Vicky Edwards		Started On: 09/04/2024 04:37 PM
Final Approval Date: 09/05/2024		

CONTRACT AMENDMENT NO. 5
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 **("Project")**

THIS CONTRACT AMENDMENT NO. 5 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 $2,000,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly rates in the original Exhibit D are hereby amended for the addition of the following field verification and utility monitoring subconsultants to support onsite utility relocations, as shown in the attached (must be attached):
   a. Anderson Infrastructure, LLC
   b. Texas Utility Coordination, LLC

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Sandra G Khoury

Signature

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

August 29, 2024

Date

COUNTY:

By: _____

Signature

_____

Printed Name

_____

Title

_____

Date

EXHIBIT D

RATE SCHEDULE

Anderson Infrastructure, LLC
Effective August 2024

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
Test Holes (QL-A)

- 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

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 August 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

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.

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

SUBSURFACE UTILITY ENGINEERING

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.)	To Be Negotiated
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

Consultant or Specialty Contractor (Outside Firm)	At Cost
Courier, Special Equipment Rental	At Cost
Mileage (Standard Car or Truck)	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 (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 D

RATE SCHEDULE

GGE Design and Consulting, LLC
Effective March 2023

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

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 **99.**

Meeting Date: 09/10/2024

RM 620 Extension HDR Contract Amendment No. 2

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. 2 to the RM 620 Extension from SH 45 Intersection to McNeil Road contract between Williamson County and HDR Engineering, Inc. relating to the Road bond Program.
Project: P338 Fund Source: Road Bonds

Background

This Contract Amendment No. 2 amends the Exhibit D - Rate Schedule in the Master Contract utilizing the CPI Adjustment Calculation. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM620Ext-HDR-PSAAmendment02

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 11:51 AM
Form Started By: Marie Walters		Started On: 08/21/2024 07:54 PM
Final Approval Date: 09/05/2024		

CONTRACT AMENDMENT NO. __2__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. __2__ to Williamson County Contract for Engineering Services ("Amendment No. _2___") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____HDR Engineering, Inc.___ (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective __March 18, 2021_____, wherein Engineer agreed to perform certain professional engineering services in connection with the _____RM 620/SH 45 intersection to McNeil Road Extension_____ ("Project");

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

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. _2____

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. _2___, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
_HDR Engineering Inc_____	**Williamson County, Texas**
By: _____ Digitally signed by Word, Justin Date: 2024.08.26 15:31:28-05'00'	By: _____
Printed Name: _ Justin Word, PE____	Printed Name: _____
Title: __Vice President_____	Title: _____
Date: _August_____ _26_, 2024__	Date: _____ ____, 20____

APPROVED
By Christen Eschberger at 7:52 am, Sep 05, 2024

EXHIBIT D

CPI Adjusted Rate Schedule

PROJECT: RM 620/SH 45 INTERSECTION TO McNEIL RD [P338]

HDR Engineering, Inc			
Project Manager	$	305.00	per hour
Senior Advisor	$	347.00	per hour
Sr. QC Reviewer	$	341.00	per hour
Project Engineer	$	203.00	per hour
Design Engineer	$	185.00	per hour
Engineer-in-Training	$	161.00	per hour
Senior GIS Technician	$	179.00	per hour
Sr Engineer Technician	$	139.00	per hour
CADD Operator	$	120.00	per hour
Sr Structural Engineer	$	325.00	per hour
Structural Engineer	$	213.00	per hour
Sr Drainage Engineer	$	215.00	per hour
Sr Traffic Engineer	$	251.00	per hour
Traffic Engineer	$	173.00	per hour
Sr Environmental Project Manager	$	343.00	per hour
Sr Environmental Planner	$	215.00	per hour
Sr Environmental Scientist	$	173.00	per hour
Environmental Scientist	$	98.00	per hour
Sr. Biologist - Endangered Bird Specialist	$	191.00	per hour
Archeologist - Principal Investigator	$	129.00	per hour
Archeologist	$	99.00	per hour
Sr. Historian	$	171.00	per hour
Admin/Clerical	$	90.00	per hour
Round Rock Geophysics, LLC			
Sr Geologist/Sr Engineer	$	240.00	per hour
Principal/PhD (25+)	$	221.00	per hour
Geologist (15-20 yrs)	$	218.00	per hour
Geologist/Principal (25+)	$	221.00	per hour
Geologist (25+)	$	203.00	per hour
Field Geologist (0-5 yrs)	$	59.00	per hour
Field Geologist (10-15 yrs)	$	74.00	per hour
Scientist Technician (1-5 yrs)	$	53.00	per hour

PROJECT: RM 620/SH 45 INTERSECTION TO McNEIL RD [P338]

LJA Engineering			
Project Principal	$	329.00	per hour
Project Manager	$	293.00	per hour
Quality Manager	$	275.00	per hour
Senior Engineer	$	257.00	per hour
Project Engineer	$	203.00	per hour
Design Engineer	$	185.00	per hour
Engineer-in-Training	$	161.00	per hour
Senior Structural Engineer	$	263.00	per hour
Strucutral Engineer	$	233.00	per hour
Senior Engineering Technician	$	167.00	per hour
Senior CADD Operator	$	149.00	per hour
CADD Operator	$	120.00	per hour
Utility Engineer	$	179.00	per hour
GIS Analyst/Cartography	$	155.00	per hour
GIS Technician	$	138.00	per hour
Admin	$	96.00	per hour
Cambrian			
Project Manager	$	240.00	per hour
Senior Karst Geoscientist	$	240.00	per hour
Karst Geoscientist	$	136.00	per hour
Karst Technician	$	84.00	per hour
Salamander Biologist	$	105.00	per hour
HVJ South Central Texas - M&J, Inc			
Principal	$	324.00	per hour
Geotechnical Engineering Manager	$	277.00	per hour
Project Engineer	$	159.00	per hour
Staff Engineer	$	122.00	per hour
Engineering Technician	$	85.00	per hour
HVJ Associates, Inc			
Senior Engineer	$	277.00	per hour
Project Manager	$	231.00	per hour
Project Engineer	$	159.00	per hour
Staff Engineer	$	122.00	per hour
Engineering Technician	$	85.00	per hour
Clerical	$	73.00	per hour

PROJECT: RM 620/SH 45 INTERSECTION TO McNEIL RD [P338]

McGray & McGray Land Surveyors, Inc.			
1 man reconnaissance or date gathering	$	144.00	per hour
2 man survey crew, with vehicle and data collection	$	197.00	per hour
3 man survey crew, with vehicle and data collection	$	239.00	per hour
GPS/RTK 1 man survey crew, with vehicle and data collection	$	203.00	per hour
GPS/RTK 1 man survey crew, with vehicle and data collection	$	257.00	per hour
GPS/RTK 1 man survey crew, with vehicle and data collection	$	299.00	per hour
Additional Crew/Rodman	$	54.00	per hour
Flagger	$	54.00	per hour
Researcher	$	96.00	per hour
Secretarial/Administrative	$	84.00	per hour
AutoCAD/Survey Technician	$	108.00	per hour
Senior Technician	$	115.00	per hour
LIDA Technician	$	117.00	per hour
GPS Processing	$	129.00	per hour
Field Coordinator	$	117.00	per hour
Project Manager	$	197.00	per hour
RPLS	$	173.00	per hour
Principal	$	227.00	per hour
RPLS - Consulting, Court Testimoney, Despositions, etc	$	239.00	per hour

CPI ADJUSTMENT CALCULATION	
BASE (1982-84) = 100	100
MARCH 2021 PSA SIGNED	255.319
JUNE 2024	305.357
DELTA	19.60%

Commissioners Court - Regular Session **100.**

Meeting Date: 09/10/2024

Arias On Call Matl Testing & Geotech PSA Amendment #1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 to the On-Call Materials Testing & Geotechnical Engineering contract between Williamson County and Arias & Associates, Inc. dated December 20, 2022, relating to the 2019 Road Bond Program. Project: As-Needed assigned by Work Authorization Fund Source: Road Bonds

Background

The Arias & Associates, Inc. Contract Amendment No. 1 amends the Exhibit D - Hourly Direct Labor rates utilizing the CPI language from the master contract. No other changes are proposed at this time.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

OnCallMatlTestingGeotech-Arias-Amendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:28 PM
Form Started By: Marie Walters		Started On: 09/05/2024 10:25 AM
Final Approval Date: 09/05/2024		

CONTRACT AMENDMENT NO. _01_
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. _01_ to Williamson County Contract for Engineering Services ("Amendment No. _01_") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Arias & Associates, Inc. (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective December 20, 2022, wherein Engineer agreed to perform certain professional engineering services in connection with the On-Call Materials Testing & Geotechnical Engineering Services (22RFSQ147) ("Project");

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

County and Engineer hereby agree the Rate Schedule attached hereto as Attachment 1 shall supplant and replace the current Rate Schedule and become effective as of the last party's execution below.

II. Terms of Contract Control and Extent of Amendment No. _01_

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. _01_, to be effective as of the date of the last party's execution below.

Engineer:	**COUNTY:**
Arias & Associates, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: John S. Landwermeyer, P.E.	Printed Name: _____
Title: Managing Principal, Austin Operations	Title: _____
Date: August 22 ____, 20 24	Date: _____ ____, 20____

APPROVED
By Christen Eschberger at 11:22 am, Sep 05, 2024

Attachment 1

CPI ADJUSTMENT CALCULATION

BASE (1982-84) = 100	100
DEC 2022 PSA SIGNED	288.205
JUL 2024 (LATEST DATA)	305.819
DELTA	6.11%

ARIAS & ASSOCIATES, INC.
22RFSQ147 On-Call Materials & Geotechnical Engineering Services

	RATE SCHEDULE IN PSA EXHIBIT D (per hour)	PROPOSED RATE (per hour)
DIRECT LABOR		
Principal Engineer (Geotechnical)	$ 250.00	**$ 265.00**
6.1 Engineer (Material Testing)	$ 210.00	**$ 223.00**
Senior Geotechnical Engineer	$ 195.00	**$ 207.00**
6.2 Manager (Material Testing)	$ 150.00	**$ 159.00**
Engineer (Geotechnical)	$ 140.00	**$ 149.00**
Engineer In Training (Geotechnical)	$ 100.00	**$ 106.00**
Engineering Associate, Graduate Engineer (Geotechnical)	$ 85.00	**$ 90.00**
Laboratory Manager (Geotechnical)	$ 85.00	**$ 90.00**
Engineering Technician (Geotechnical)	$ 75.00	**$ 80.00**
6.3 Data Processing and Reporting	$ 65.00	**$ 69.00**
1.1 Field Technician (Drilled Shafts, Rebar, Concrete, Soils, Sample Pick Up)	$ 55.00	**$ 58.00**
1.2 Senior Field Technician (Upon request)	$ 65.00	**$ 69.00**
1.3 Asphalt Technician	$ 70.00	**$ 74.00**
1.4 Structural Steel Observation Technician	$ 115.00	**$ 122.00**
UNIT COSTS - Material Testing Field Testing		
1.5 Nuclear Gauge for Soil Density Testing	$ 65.00	per day
1.6 Construction Truck (Travis / Williamson Counties)	$ 55.00	per day
1.7 Asphalt Coring Equipment	$ 110.00	per day
1.8 Concrete Air Content Test	$ 25.00	each
UNIT COSTS - Material Testing Laboratory Testing		
2.1 Atterberg Limits Determination	$ 85.00	each
2.2 Sieve Analysis (wet sieve)	$ 85.00	each
2.3 Percent Passing No. 200 Sieve	$ 65.00	each
2.4 Moisture Density Relationship (Tex-114-E, ASTM D698)	$ 200.00	each
2.5 Moisture Density Relationship (Tex-113-E, ASTM D1557)	$ 220.00	each
2.6 Wet Ball Mill (Tex-115-E)	$ 200.00	each
2.7 Texas Triaxial (Tex-117-E, Part II)	$ 1,200.00	each
2.8 Sample Preparation (Flexible Base, Coarse Grain, or +3/4" rock), (Tex-101-E)	$ 120.00	each
3.1 Concrete (Grout, Flowable Fill) Compression Test Cylinders	$ 20.00	each
3.2 Contractor Made Concrete Compressive Test Cylinders, minimum of 3	$ 40.00	each
3.3 Concrete Core Compression Test	$ 40.00	each
3.4 Grout Prism Compression Test	$ 40.00	each
3.5 Mortar Cube/Cylinder Compression Test	$ 30.00	each
4.1 Maximum Theoretical Density	$ 95.00	each
4.2 Asphalt Content and aggregate gradation	$ 185.00	each
4.3 Asphaltic Concrete Density of Field Core	$ 75.00	each
4.4 Asphalt Laboratory Molded Density (3 per set)	$ 170.00	set
5.1 Aggregate Specific Gravity / Absorption	$ 75.00	each
5.2 Aggregate Sieve Analysis	$ 75.00	each
5.3 Dry Rodded Unit Weight	$ 85.00	each
5.4 Soundness	$ 165.00	each

UNIT COSTS - Geotechnical Field Services			
Mobilization Charge - Drilling Equipment (Austin area) – Per Day	$	550.00	per day
Soil Drilling and Sampling – Up to 50 Feet – Per Foot	$	23.00	per foot
Soil Drilling and Sampling – 50 to 100 Feet – Per Foot	$	29.00	per foot
Shelby Tube Sampling (Additional Samples) – Each	$	35.00	each
Standard Penetration Test (SPT), (Additional Samples) – Each	$	35.00	each
Texas Cone Penetration (TCP) – Each	$	35.00	each
Rock Coring – Up to 50 Feet – Per Foot	$	35.00	per foot
Rock Coring – 50 to 100 Feet – Per Foot	$	40.00	per foot
Patch Holes – Concrete/Asphalt – Each	$	75.00	each
Grout Borehole – Per Foot	$	15.00	per foot
Backfill Borehole (Cuttings/Bentonite) – Per Foot	$	8.00	per foot
Drilling Rig Standby – Per Hour	$	250.00	per hour
UNIT COSTS - Geotechnical Laboratory Testing			
Moisture Content Test – Each	$	15.00	each
Atterberg Limits Determination (ASTM D4318) – Each	$	85.00	each
Grain Size Analysis Mechanical (ASTM D422) – Each	$	85.00	each
Hydrometer Analysis (ASTM D422) – Each	$	155.00	each
Percent Passing No. 200 Sieve (ASTM D1140) – Each	$	60.00	each
Moisture Density Relationship (ASTM or TEX) – Each	$	250.00	each
Pressure Swell Relationship – Each	$	175.00	each
Percent Swell Test – Each	$	75.00	each
Unconfined Compressive Strength (Soil) – Each	$	85.00	each
Unconfined Compressive Strength w/o Stress vs. Strain (Rock) – Each	$	85.00	each
Undrained Compressive Strength Triaxial (Soil) – Each	$	95.00	each
One-Dimensional Consolidation (ASTM D2435) - Each	$	600.00	each
Sulfate Test (ASTM D1580) – Each	$	65.00	each
Soil pH Test (ASTM D4972) – Each	$	55.00	each
Chloride Content	$	90.00	each
Sulfides	$	85.00	each
Redox Potential	$	75.00	each
Pinhole Dispersion	$	200.00	each
Crumb Test (ASTM D6572) – Each	$	45.00	each

No change in Unit Costs. CPI increase only applied to Direct Labor Rates

Commissioners Court - Regular Session **101.**

Meeting Date: 09/10/2024

23IFB8 Corridor H - Sam Bass Road Change Order #3 (Waterline Work)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $56,523.26 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway. Traffic mirrors and various tree removals were added in response to a property owners concern about sight distance. Message boards were added to the contract to notify the public of upcoming lane closures and detours. The City of Round Rock will fund items 999-WC05, 999-WC06, and 999-WC07, in the amount of $36,730.80. The remainder of the Change Order will be funded by Williamson County. Multiple items will be added by this Change Order.

This Change Order results in a net increase of $56,523.26 to the Contract amount, for an adjusted Contract total of $33,813.654.14. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,332,304.86 has been deducted from the Contract, resulting in a 6.45% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB8 CorridorH/SamBassRd-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:04 PM
Form Started By: Julissa Vasquez		Started On: 08/30/2024 07:38 AM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	1/13/2023
Project Number:	23IFB8
Funding Source:	P462
Roadway:	Sam Bass Rd
CSJ Number:	N/A

Contractor: Cash Construction

NTP Required: ☐ Yes ☑ No

Project Name: Corridor H - Sam Bass Rd

Change Order Work Limits: Sta. Varies to Sta. Varies

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2I & 2E (3 Max. - In order of importance - Primary first)

Describe the work being revised:

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 7-31-2024

By

Typed/Printed Name Hunter Drishell

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $56,523.26

Original Contract Amount:	$36,145,959.00
Total Change Orders To-Date:	-$2,332,304.86
Percent Change In Original Contract:	-6.45%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 8/5/2024 Date

Christen Eschberger — Program Manager — 8/29/2024 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 8/29/2024 Date

APPROVED:

City of Round Rock — 8/27/24 Date

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***3*** ***Project #*** ***23IFB8***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$143.17	0.00	$0.00	80.00	80.00	$11,453.60	$11,453.60
999 WC03	ADDITIONAL TREE REMOVAL	LS	$7,035.80	0.00	$0.00	1.00	1.00	$7,035.80	$7,035.80
999 WC04	ADDITIONAL TRAFFIC CONTROL ITEMS	LS	$1,303.06	0.00	$0.00	1.00	1.00	$1,303.06	$1,303.06
999 WC05	CORR ADDED BLUE TAPE	LS	$3,735.44	0.00	$0.00	1.00	1.00	$3,735.44	$3,735.44
999 WC06	CORR TIE IN WORK	LS	$32,414.61	0.00	$0.00	1.00	1.00	$32,414.61	$32,414.61
999 WC07	CORR 42" GATE VALVE DESIGN REVISION	EA	$580.75	0.00	$0.00	1.00	1.00	$580.75	$580.75
TOTALS					$0.00			$56,523.26	$56,523.26

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

Corridor H – Sam Bass Road
Williamson County Project No. 23IFB8

Change Order No. 3

Reason for Change

This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway. Traffic mirrors and various tree removals were added in response to a property owners concern about sight distance. Message boards were added to the contract to notify the public of upcoming lane closures and detours. The City of Round Rock will fund items 999-WC05, 999-WC06, and 999-WC07, in the amount of $36,730.80. The remainder of the Change Order will be funded by Williamson County.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	80	DAY
999 WC03	ADDITIONAL TREE REMOVAL	1	LS
999 WC04	ADDITIONAL TRAFFIC CONTROL ITEMS	1	LS
999 WC05	CORR ADDED BLUE TAPE	1	LS
999 WC06	CORR TIE IN WORK	1	LS
999 WC07	CORR (42”) GATE VALVE DESIGN REVISION	1	EA

This Change Order results in a net increase of $56,523.26 to the Contract amount, for an adjusted Contract total of $33,813.654.14. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,332,304.86 has been deducted from the Contract, resulting in a 6.45% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Corridor H - Sam Bass Rd		Solicitation #:	23IFB8
Date awarded	1/13/2023			
Awarded Contract Amount		$36,145,959.00		
			Percentage Change	
	Change order #1	-$2,394,078.12	-6.62%	
	Change order #2	$5,250.00	0.01%	
	Change order #3	$56,523.26	0.16%	
	Total changes to date	($2,332,304.86)	-6.45%	(Running totals here)
	Adjusted contract amount	$33,813,654.14		

Item 6001-6001

CONTRACTOR: CASH CONSTRUCTION COMPANY, LTD.							
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #13 - Message Boards						
DATE:	4/10/2024						
Item #	Description	Qty.	Unit	Prod. / Day	Additional Days	Unit Bid	Bid Amount
6001-6001 ~~1~~	Message Boards (Per Da) With Mobilization and Pickup	80 ~~10.00~~	Day		0.00	$143.17 ✓	~~$1,431.69~~
	GRAND TOTAL						~~**$1,431.69**~~
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

The daily rate is in line with TxDOT Bid Average.

Item 6001-6001

BREAKDOWN WORKSHEET
Item: CPR #13
Date: 3/8/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	$63.94	$0.00			
Forman (1)	0	HR	$34.51	$0.00			
Laborer (3)	0	HR	$21.00	$0.00			
Operator EX (1)	0	HR	$23.00	$0.00			
Operator LD (1)	0	HR	$22.00	$0.00			
Pipelayer (2)	0	HR	$22.00	$0.00			
Subtotal				$0.00			
MATERIAL							
Lights	0	EA	$0.00		$0.00		
Sign Post	0	EA	$0.00		$0.00		
Bedding	0	TNS	$0.00		$0.00		
Subtotal					$0.00		
EQUIPMENT							
Deere 624K	0	HR	$0.00			$0.00	
CAT 320	0	HR	$0.00			$0.00	
Superintendents Truc	0	HR	$0.00			$0.00	
Subtotal	0					$0.00	
SUB							
TRP	7	Day	$121.43				$850.01
TRP Mob & Pickup	1	LS	$500.00				$500.00
	0	LS	$0.00				$0.00
Subtotal							$1,350.01
Subtotals				$0.00	$0.00	$0.00	$1,350.01
Burden on Direct Labor - 55%				$0.00			
Direct Labor - 15%				$0.00			
Material -15%					$0.00		
Equipment - 15%						$0.00	
Subcontracts -5%							$67.50
Subtotals				$0.00	$0.00	$0.00	$1,417.51

Change Proposal Subtotal	$1,417.51
Bond (1%)	$14.18
Total Change Proposal	$1,431.69

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #12 - Traffic Mirrors, Tree Trimming & Traffic Lights for Barrels						
DATE:	4/10/2024						
Item #	Description	Qty.	Unit	Prod. / Day	Additional Days	Unit Bid	Bid Amount
1	Traffic Mirrors 999-WC04	2.00	EA		0.00	$342.81	$685.62 ✓
2	Tree Trimming 999-WC03	1.00	LS		0.00	$7,035.80	$7,035.80 ✓
3	Traffic Lights for Barrels 999-WC04	8.00	EA		0.00	$77.18	$617.44 ✓
	GRAND TOTAL						**$8,338.86**
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

999-WC04 Additional Traffic Control Items: $685.62+$617.44=$1,303.06
999-WC03 Additional Tree Removal: $7,035.80

999-WC04

BREAKDOWN WORKSHEET
Item: CPR #12
Date: 1/24/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	1	HR	$63.94	$63.94			
Forman (1)	0	HR	$34.51	$0.00			
Laborer (3)	2	HR	$21.00	$42.00			
Operator EX (1)	0	HR	$23.00	$0.00			
Operator LD (1)	0	HR	$22.00	$0.00			
Pipelayer (2)	0	HR	$22.00	$0.00			
Subtotal				$105.94			
MATERIAL							
Traffic Mirror	2	EA	$125.04		$250.08		
Sign Post	2	EA	$88.00		$176.00		
Bedding	0	TNS	$0.00		$0.00		
Subtotal					$426.08		
EQUIPMENT							
Deere 624K	0	HR	$0.00			$0.00	
CAT 320	0	HR	$0.00			$0.00	
Superintendents Truck	0	HR	$0.00			$0.00	
Subtotal	0					$0.00	
SUB							
	0	LF	$0.00				$0.00
	0	LF	$0.00				$0.00
	0	LS	$0.00				$0.00
Subtotal							$0.00
Subtotals				$105.94	$426.08	$0.00	$0.00
Burden on Direct Labor - 55%				$58.27			
Direct Labor - 15%				$24.63			
Material -15%					$63.91		
Equipment - 15%						$0.00	
Subcontracts -5%							$0.00
Subtotals				$188.84	$489.99	$0.00	$0.00

Change Proposal Subtotal	$678.83
Bond (1%)	$6.79
Total Change Proposal	$685.62

999-WC03

BREAKDOWN WORKSHEET
Item: CPR #12
Date: 2/22/2024

DESCRIPT	QUAN	UNIT	UNIT PRIC	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superinten	2	HR	$63.94	$127.88			
Forman (1)	4	HR	$30.09	$120.36			
Laborer (3)	24	HR	$17.50	$420.00			
Operator E	0	HR	$23.00	$0.00			
Operator L	0	HR	$22.00	$0.00			
Pipelayer (:	0	HR	$22.00	$0.00			
Subtotal				$668.24			
MATERIAL							
Traffic Mirr	0	EA	$125.04		$0.00		
Sign Post	0	EA	$88.00		$0.00		
Bedding	0	TNS	$0.00		$0.00		
Subtotal					$0.00		
EQUIPMENT							
Deere 624I	0	HR	$0.00			$0.00	
CAT 320	0	HR	$0.00			$0.00	
Superinten	0	HR	$0.00			$0.00	
Subtotal	0					$0.00	
SUB							
AWR	1	LS	$5,500.00				$5,500.00
	0	LS	$0.00				$0.00
Subtotal							$5,500.00
Subtotals				$668.24	$0.00	$0.00	$5,500.00
Burden on Direct Labor - 55%				$367.53			
Direct Labor - 15%				$155.37			
Material -15%					$0.00		
Equipment - 15%						$0.00	
Subcontracts -5%							$275.00
Subtotals				$1,191.14	$0.00	$0.00	$5,775.00

Change Proposal Subtotal	$6,966.14
Bond (1%)	$69.66
Total Change Proposal	$7,035.80

999-WC04

BREAKDOWN WORKSHEET
Item: CPR #12
Date: 2/22/2024

DESCRIPT	QUAN	UNIT	UNIT PRIC	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superinten	1	HR	$63.94	$63.94			
Forman (1)	0	HR	$34.51	$0.00			
Laborer (3)	2	HR	$21.00	$42.00			
Operator E	0	HR	$23.00	$0.00			
Operator L	0	HR	$22.00	$0.00			
Pipelayer (:	0	HR	$22.00	$0.00			
Subtotal				$105.94			
MATERIAL							
Lights	8	EA	$25.96		$207.68		
Sign Post	0	EA	$0.00		$0.00		
Batteries	32	EA	$4.99		$159.68		
Subtotal					$367.36		
EQUIPMENT							
Deere 624I	0	HR	$0.00			$0.00	
CAT 320	0	HR	$0.00			$0.00	
Superinten	0	HR	$0.00			$0.00	
Subtotal	0					$0.00	
SUB							
	0	LS	$0.00				$0.00
	0	LS	$0.00				$0.00
	0	LS	$0.00				$0.00
Subtotal							$0.00
Subtotals				$105.94	$367.36	$0.00	$0.00
Burden on Direct Labor - 55%				$58.27			
Direct Labor - 15%				$24.63			
Material -15%					$55.10		
Equipment - 15%						$0.00	
Subcontracts -5%							$0.00
Subtotals				$188.84	$422.46	$0.00	$0.00

Change Proposal Subtotal	$611.30
Bond (1%)	$6.11
Total Change Proposal	$617.42

999-WC05

BREAKDOWN WORKSHEET
Item: CPR #6
Date: 8/16/2023

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	1.5	HR	$63.94	$95.91			
Forman (1)	2.5	HR	$34.51	$86.28			
Laborer (3)	2.5	HR	$21.00	$52.50			
Operator EX (1)	2.5	HR	$23.00	$57.50			
Operator LD (1)	2.5	HR	$22.00	$55.00			
Pipelayer (2)	2.5	HR	$22.00	$55.00			
Subtotal				$402.19			
MATERIAL							
Ferguson	14	EA	$185.19		$2,592.66		
Concrete	0	CY	$0.00		$0.00		
Bedding	0	TNS	$0.00		$0.00		
Subtotal					$2,592.66		
EQUIPMENT							
Deere 624K	0	HR	$44.55			$0.00	
CAT 320	0	HR	$75.68			$0.00	
Superintendents Truck	0	HR	$8.00			$0.00	
Subtotal	0					$0.00	
SUB							
CTRB	0	LF	$0.00				$0.00
Chapman	0	EA	$0.00				$0.00
Pape Dawson	0	LF	$0.00				$0.00
Subtotal							$0.00
Subtotals				$402.19	$2,592.66	$0.00	$0.00
Burden on Direct Labor - 55%				$221.20			
Direct Labor - 15%				$93.51			
Material -15%					$388.90		
Equipment - 15%						$0.00	
Subcontracts -5%							$0.00
Subtotals				$716.89	$2,981.56	$0.00	$0.00

Change Proposal Subtotal	$3,698.45
Bond (1%)	$36.98
Total Change Proposal	$3,735.44

FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626
Phone: 512-930-2262
Fax: 512-930-2388

Deliver To: .
From: 0
Comments:

17:29:41 NOV 28 2023

FERGUSON WATERWORKS #1106
Price Quotation
Phone: 512-930-2262
Fax: 512-930-2388

999-WC05

Bid No: B516904
Bid Date: 11/28/23
Quoted By: RXS

Cust Phone: 512-251-7872
Terms: NET 10TH PROX

Customer: CASH CONSTRUCTION CO LTD
PO BOX 1279
WATERWORKS
1009 CORRIDOR H SAM BASS
PFLUGERVILLE, TX 78691

Ship To: CUSTOMER PICK-UP

Cust PO#: DET TAPE

Job Name: 1009 CORRIDOR H SAM BASS

Item	Description	Quantity	Net Price	UM	Total
PSD12105B52	12X1000 UG DET WTR BLUE IN STOCK IN GEORGETOWN	14	185.190	EA	2592.66

Net Total:	$2592.66
Tax:	$0.00
Freight:	$0.00
Total:	$2592.66

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1108&on=55792

999-WC06

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #18 - T&M Work for Old Force Main Removal						
DATE:	4/12/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR #18 - T&M Work for Old Force Main Removal	1.00	LS		2.00	$9,236.04	$9,236.04
	GRAND TOTAL						**$9,236.04**
Notes:							

PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.

999-WC06

BREAKDOWN WORKSHEET
Item: CPR#18 - T&M Work for Old Force Main Removal
Date: 4/12/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	4	HR	$63.94	$255.76			
Superintendent 2	2	HR	$28.85	$57.70			
Forman (1)	18	HR	$42.42	$763.56			
Laborer (1)	9	HR	$22.00	$198.00			
Laborer (2)	9	HR	$19.00	$171.00			
Laborer (3)	10	HR	$19.00	$190.00			
Laborer (4)	18	HR	$17.76	$319.68			
Pipelayer	9	HR	$23.00	$207.00			
Backhoe Operator	18	HR	$21.54	$387.72			
Roller Operator	5	HR	$21.01	$105.05			
Loader Operator	4	HR	$24.00	$96.00			
Exc Operator	4	HR	$26.50	$106.00			
Subtotal				$2,857.47			
MATERIAL							
					$0.00		
Subtotal					$0.00		
EQUIPMENT							
Deere 624K	10	HR	$103.08			$1,030.80	
Cat 272D	20	HR	$60.60			$1,212.00	
Cat 416F2	7	HR	$68.24			$477.68	
Cat 320	4	HR	$95.00			$380.00	
Subtotal						$3,100.48	
SUB							
Dumpster/Removal	2	LDS	$231.24				$462.48
							$0.00
Subtotal							$462.48
Subtotals				$2,857.47	$0.00	$3,100.48	$462.48
Burden on Direct Labor - 55%				$1,571.61			
Direct Labor - 15%				$664.36			
Material -15%					$0.00		
Equipment - 15%						$465.07	
Subcontracts -5%							$23.12
Subtotals				$5,093.44	$0.00	$3,565.55	$485.60

Change Proposal Subtotal	$9,144.60
Bond (1%)	$91.45
Total Change Proposal	$9,236.04

999-WC06

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #17 - T&M Pricing for CORR Tie In						
DATE:	4/12/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR #17 - T&M Work for CORR Tie In	1.00	LS		4.00	$23,178.57	$23,178.57
	GRAND TOTAL						**$23,178.57**
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

999-WC06

BREAKDOWN WORKSHEET
Item: CPR#17 - T&M Work for CORR Tie In
Date: 4/12/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Pipelayer (1)	28.5	HR	$24.00	$684.00			
Pipelayer (2)	28.5	HR	$22.50	$641.25			
Forman (1)	26	HR	$60.00	$1,560.00			
Exc Operator	28.5	HR	$28.00	$798.00			
Operator LD (1)	28.5	HR	$25.00	$712.50			
Operator LD (2)	25.5	HR	$24.00	$612.00			
Laborer (1)	25.5	HR	$32.04	$817.02			
Laborer (2)	28.5	HR	$21.00	$598.50			
Laborer (3)	28.5	HR	$19.75	$562.88			
Subtotal				$6,986.15			
MATERIAL							
Concrete	5	CY	$165.00		$825.00		
Subtotal					$825.00		
EQUIPMENT							
Excavator 340	15	HR	$167.08			$2,506.20	
Excavator 349	23	HR	$194.17			$4,465.91	
John Deere 544	23	HR	$57.83			$1,330.09	
Subtotal						$8,302.20	
SUB							$0.00
							$0.00
Subtotal							$0.00
Subtotals				$6,986.15	$825.00	$8,302.20	$0.00
Burden on Direct Labor - 55%				$3,842.38			
Direct Labor - 15%				$1,624.28			
Material -15%					$123.75		
Equipment - 15%						$1,245.33	
Subcontracts -5%							$0.00
Subtotals				$12,452.80	$948.75	$9,547.53	$0.00

Change Proposal Subtotal	$22,949.08
Bond (1%)	$229.49
Total Change Proposal	$23,178.57

999-WC07

BREAKDOWN WORKSHEET
Item: CPR #3 - 42" Lay Schedule Revision
Date: 6/26/2023

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	0	HR	$0.00	$0.00			
Forman (1)	0	HR	$0.00	$0.00			
Laborer (2)	0	HR	$0.00	$0.00			
Operator (3)	0	HR	$0.00	$0.00			
Pipe Layer (2)	0	HR	$0.00	$0.00			
Subtotal				$0.00			
MATERIAL							
42" Steel Pipe	4	HR	$125.00		$500.00		
Concrete	0	CY	$0.00		$0.00		
Bedding	0	TNS	$0.00		$0.00		
Subtotal					$500.00		
EQUIPMENT							
CAT 322	0	HR	$0.00			$0.00	
CAT 320	0	HR	$0.00			$0.00	
JD 624	5	HR	$0.00			$0.00	
Foreman Truck	0	HR	$0.00			$0.00	
Subtotal			$0.00			$0.00	
SUB							
	0	HR	$0.00				$0.00
Subtotal							$0.00
Subtotals				$0.00	$500.00	$0.00	$0.00
Burden on Direct Labor - 55%				$0.00			
Direct Labor - 15%				$0.00			
Material -15%					$75.00		
Equipment - 15%						$0.00	
Subcontracts -5%							$0.00
Subtotals				$0.00	$575.00	$0.00	$0.00

Change Proposal Subtotal	$575.00
Bond (1%)	$5.75
Total Change Proposal	$580.75

June 26, 2023

Cash Construction
217 Kingston Lacy Blvd.
Pflugerville, TX 78660

Attention: Hunter Driskell

999-WC07

RE: Thompson Project Number: 230011
42-In Water Main Along Sam Bass RD
Round Rock, TX

Change Order Number 3

Dear: Hunter

Due to changes in the project scope, we are sending you this Change Order for immediate action so that these changes can be released for procurement an/or fabrication as soon as possible. Please return a signed copy of this Change Order to us promptly to assure that you receive these materials in a timely manner.

ITEMS LISTED BELOW CANNOT BE MANUFACTURED AND/OR SHIPPED UNTIL THIS FORM IS SIGNED AND RETURNED TO THOMPSON PIPE GROUP

Quantity	UOM	Item Description	Unit Price	Extended Price
4	EA	Drawing Layout Revision to account for Gate Valve	$125.00	$500.00
			Total	**$500.00**

Delivery estimate = [Delivery]
Freight: If special shipments are required or shipment for this project has been completed, any additional freight charges which are incurred will be added to the above total.

For additional information, please contact:
Elias Sudoi
Thompson Pipe Group - Pressure
Phone: 469-313-2499
Email: elias.sudoi@thompsonpipegroup.com
ACCEPTANCE: I/We hereby accept the above and all terms and conditions specified on the Purchase Order and subscribing my/our signature hereto constitutes a contract with Thompson Pipe Group - Pressure.

Firm: Cash Construction
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Thank you for your prompt action regarding this matter

Commissioners Court - Regular Session **102.**

Meeting Date: 09/10/2024

23IFB8 Corridor H - Sam Bass Road Change Order #4 (Walsh Pond)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $70,739.02 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order adds revised plan sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign. Please see attached Change Order for additional details.

This Change Order results in a net increase of $70,739.02 to the Contract amount, for an adjusted Contract total of $33,884,393.16. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,261,565.84 has been deducted from the Contract, resulting in a 6.26% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB8 CorridorH/SamBassRd-CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:04 PM
Form Started By: Julissa Vasquez		Started On: 08/30/2024 07:46 AM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Contract Award Date:	1/13/2023
Project Number:	23IFB8
Funding Source:	P462
Roadway:	Sam Bass Rd
CSJ Number:	N/A

Contractor: Cash Construction — NTP Required: ☑ Yes ☐ No

Project Name: Corridor H - Sam Bass

Change Order Work Limits: Sta. 349+00 to Sta. 351+00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 6B (3 Max. - In order of importance - Primary first)

Describe the work being revised:

6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County resonponsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Work to be performed in accordance with Items: See Attatched

New or revised plan sheet(s) are attached and numbered: 31,34,199,200,211,229,239,240,243,246A,246B,249, 404,407,413

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8-27-2024

By

Typed/Printed Name Hunter Driskell

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: 0 Days added on this CO: 0

Amount added by this change order: $70,739.02

Original Contract Amount:	$ 36,145,959.00
Total Change Orders To-Date:	$ (2,261,565.84)
Percent Change in Original Contract:	-6.26%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 8/27/2024 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 8/29/2024 Date

Program Manager — 8/29/2024 Date

APPROVED:

N/A
3rd Party Signature — Date

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4 ***Project # 23IFB8***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
110 6001	EXCAVATION (ROADWAY)	CY	$24.90	106,693.00	$2,656,655.70	1,332.00	108,025.00	$2,689,822.50	$33,166.80
132 6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	CY	$21.00	9,089.00	$190,869.00	598.00	9,687.00	$203,427.00	$12,558.00
160 WC01	FURNISHING AND PLACING TOPSOIL (4")	SY	$5.00	103,480.00	$517,400.00	(25.00)	103,455.00	$517,275.00	($125.00)
161 WC01	EROSION CONTROL COMPOST (3")	SY	$9.00	25,877.00	$232,893.00	(10.00)	25,867.00	$232,803.00	($90.00)
162 WC103	MULCH TOP DRESSING (5")	SY	$12.00	24,904.00	$298,848.00	(10.00)	24,894.00	$298,728.00	($120.00)
164 WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY4)	SY	$0.90	44,505.00	$40,054.50	(10.00)	44,495.00	$40,045.50	($9.00)
164 WC07	SEEDING FOR EROSION CONTROL (TEMP & PERM)(TY7)	SY	$0.90	147,665.00	$132,898.50	(35.00)	147,630.00	$132,867.00	($31.50)
169 6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	SY	$7.50	1,510.00	$11,325.00	(90.00)	1,420.00	$10,650.00	($675.00)
432 6032	RIPRAP (STONE PROTECTION)(15 IN)	CY	$135.00	143.00	$19,305.00	7.00	150.00	$20,250.00	$945.00
464 6003	RC PIPE (CL III)(18 IN)	LF	$95.00	3,274.00	$311,030.00	33.00	3,307.00	$314,165.00	$3,135.00
464 6005	RC PIPE (CL III)(24 IN)	LF	$124.00	1,951.00	$241,924.00	40.00	1,991.00	$246,884.00	$4,960.00
467 6358	SET (TY II) (18 IN) (RCP) (4:1) (C)	EA	$1,700.00	1.00	$1,700.00	4.00	5.00	$8,500.00	$6,800.00
467 6390	SET (TY II) (24 IN) (RCP) (4:1) (C)	EA	$2,600.00	2.00	$5,200.00	1.00	3.00	$7,800.00	$2,600.00
506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	$47.00	210.00	$9,870.00	(20.00)	190.00	$8,930.00	($940.00)
506 6011	ROCK FILTER DAMS (REMOVE)	LF	$5.00	595.00	$2,975.00	(20.00)	575.00	$2,875.00	($100.00)
506 6038	TEMP SEDMT CONT FENCE (INSTALL)	LF	$3.50	15,300.00	$53,550.00	180.00	15,480.00	$54,180.00	$630.00
506 6039	TEMP SEDMT CONT FENCE (REMOVE)	LF	$0.50	15,300.00	$7,650.00	180.00	15,480.00	$7,740.00	$90.00
465 6128	INLET (COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	EA	$7,944.72	0.00	$0.00	1.00	1.00	$7,944.72	$7,944.72
TOTALS					$4,734,147.70			$4,804,886.72	$70,739.02

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

Corridor H – Sam Bass Road
Williamson County Project No. 23IFB8

Change Order No. 4

Reason for Change

This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
465-6128	INLET(COMPL)(PSL)(FG)(4FTX4FT-4FTX4FT)	1	EA

This Change Order results in a net increase of $70,739.02 to the Contract amount, for an adjusted Contract total of $33,884,393.16. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,261,565.84 has been deducted from the Contract, resulting in a 6.26% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Corridor H - Sam Bass Rd		Solicitation #:	23IFB8
Date awarded	1/13/2023			
Awarded Contract Amount		$36,145,959.00		
			Percentage Change	
	Change order #1	-$2,394,078.12	-6.62%	
	Change order #2	$5,250.00	0.01%	
	Change order #3	$56,523.26	0.16%	
	Change order #4	$70,739.02	0.20%	
	Total changes to date	($2,261,565.84)	-6.26%	(Running totals here)
	Adjusted contract amount	$33,884,393.16		

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #16 - Added 4x4 Inlet						
DATE:	4/17/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
465-6128							
~~1~~	CPR #16 - Added 4x4 Inlet	1.00	LS		2.00	$7,944.72	$7,944.72
	GRAND TOTAL						**$7,944.72**
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

This price is in line with TxDOT bid average.

BREAKDOWN WORKSHEET
Item: CPR#16 - 4x4 Inlet
Date: 4/1/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	1	HR	$63.94	$63.94			
Forman (1)	3	HR	$30.09	$90.27			
Laborer (1)	3	HR	$17.50	$52.50			
Operator LD (1)	3	HR	$24.48	$73.44			
Excavator Operator	3	HR	$19.50	$58.50			
Pipe Layer (2)	6	HR	$34.75	$208.50			
Operato LD (1)	1	HR	$24.48	$24.48			
Trencher Operator	1	HR	$25.75	$25.75			
Subtotal				$597.38			
MATERIAL							
Bedding	2	Tons	$18.35		$36.70		
4x4 Inlet	1	EA	$2,766.00		$2,766.00		
3500 PSI Concrete	1.5	CY	$157.90		$236.85		
Subtotal					$3,039.55		
EQUIPMENT							
Deere 624K	2	HR	$103.08			$206.16	
Deer 350	2	HR	$123.90			$247.80	
Vermeer 1055	1	HR	$1,160.60			$1,160.60	
CAT 928G	1	HR	$47.36				
Subtotal						$1,614.56	
SUB							
Hauling	2	HR	$90.00				$180.00
Concrete SUB	1	EA	$1,200.00				$1,200.00
Subtotal							$1,380.00
Subtotals				$597.38	$3,039.55	$1,614.56	$1,380.00
Burden on Direct Labor - 55%				$328.56			
Direct Labor - 15%				$138.89			
Material -15%					$455.93		
Equipment - 15%						$242.18	
Subcontracts -5%							$69.00
Subtotals				$1,064.83	$3,495.48	$1,856.74	$1,449.00

Change Proposal Subtotal	$7,866.06
Bond (1%)	$78.66
Total Change Proposal	$7,944.72

Meeting Date: 09/10/2024

23IFB8 Corridor H - Sam Bass Road Change Order #5 (BCMUD)

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. 5 in the amount of $68,580.18 for Project 23IFB8 Corridor H - Sam Bass Road (Cash Construction) P: 462 Funding Source: Road Bond.

Background

This Change Order compensates the Contactor for work related to the field adjustments on the Brushy Creek Municipal Utility District (BCMUD) water line alignment to resolve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd. and Tonkawa Trail. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers. Multiple items will be added via this Change Order.

This Change Order results in a net increase of $68,580.18 to the Contract amount, for an adjusted Contract total of $33,933,618.54. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,212,340.46 has been deducted from the Contract, resulting in a 6.12% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

23IFB8 CorridorH/SamBassRd-CO#5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:05 PM
Form Started By: Julissa Vasquez		Started On: 08/30/2024 09:13 AM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 5

Contract Award Date:	1/13/2023
Project Number:	23IFB8
Funding Source:	P462
Roadway:	Sam Bass Road
CSJ Number:	N/A

Contractor: Cash Construction — NTP Required: ☑ Yes ☐ No

Project Name: Corridor H - Sam Bass Road

Change Order Work Limits: Sta. Varies to Sta. Varies

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1A & 2G (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: C-205, C-208, C-209, C-309, C-310, C-403

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8-2-2024

By

Typed/Printed Name Hunter Drishell

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $68,580.18

Original Contract Amount:	36,145,959.00
Total Change Orders To-Date:	-2,212,340.46
Percent Change in Original Contract:	-6.12%

RECOMMENDED FOR EXECUTION:

Senior Construction Engineer — 8/6/2024 Date

RECOMMENDED FOR EXECUTION:

Department of Infrastructure, Williamson County — 8/29/2024 Date

Program Manager — 8/29/2024 Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *5* ***Project #*** *23IFB8*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
BC-999-001	BCMUD YARD RETRENCH	LS	$4,675.09	0.00	$0.00	1.00	1.00	$4,675.09	$4,675.09
BC-999-002	BCMUD WATER LINE LEAK WORK	LS	$54,755.79	0.00	$0.00	1.00	1.00	$54,755.79	$54,755.79
BC-999-003	BCMUD (12") REALIGNMENT AT TONKAWA	LS	$4,049.30	0.00	$0.00	1.00	1.00	$4,049.30	$4,049.30
BC-510-001	BCMUD ADDED SERVICES	EA	$2,550.00	0.00	$0.00	2.00	2.00	$5,100.00	$5,100.00
TOTALS					$0.00			$68,580.18	$68,580.18

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

Corridor H – Sam Bass Road
Williamson County Project No. 23IFB8

Change Order No. 5

Reason for Change

This Change Order compensates the contactor for work related to the field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QUANTITY	UNIT
BC-999-001	BCMUD YARD RETRENCH	1	LS
BC-999-002	BCMUD WATER LINE LEAK WORK	1	LS
BC-999-003	BCMUD (12”) REALIGNMENT AT TONKAWA	2	EA
BC-510-001	BCMUD ADDED SERVICES	1	LS

This Change Order results in a net increase of $68,580.18 to the Contract amount, for an adjusted Contract total of $33,952,973.34. The original Contract amount was $36,145,959.00. As a result of this and all Change Orders to-date, $2,192,985.66 has been deducted from the Contract, resulting in a 6.07% net decrease in the overall Contract cost. No time will be added to the Contract for this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name	Corridor H - Sam Bass Rd		Solicitation #:	23IFB8
Date awarded	1/13/2023			
Awarded Contract Amount		$36,145,959.00		
			Percentage Change	
	Change order #1	-$2,394,078.12	-6.62%	
	Change order #2	$5,250.00	0.01%	
	Change order #3	$56,523.26	0.16%	
	Change order #4	$70,739.02	0.20%	
	Change order #5	$68,580.18	0.19%	
	Total changes to date	($2,192,985.66)	-6.07%	(Running totals here)
	Adjusted contract amount	$33,952,973.34		

BC-999-001

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #10 - Trim and Remove Trees						
DATE:	12/12/2023						
Item #	Description	Qty.	Unit	Prod. / Day	Additional Days	Unit Bid	Bid Amount
1	Realignment of BCMUD 12" Line	1.00	LS		2.00	$4,675.09	$4,675.09
	GRAND TOTAL						**$4,675.09**
Notes:							
PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.							

BREAKDOWN WORKSHEET
Item: CPR #11
Date: 1/3/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent	2	HR	$63.94	$127.88			
Forman (1)	2	HR	$34.51	$69.02			
Laborer (3)	0	HR	$21.00	$0.00			
Operator EX (1)	0	HR	$23.00	$0.00			
Operator LD (1)	2	HR	$22.00	$44.00			
Pipelayer (2)	0	HR	$22.00	$0.00			
Subtotal				$240.90			
MATERIAL							
DI Fittings	0.03	TNS	$28,650.00		$859.50		
DI Pipe	0	LF	$49.31		$0.00		
Bedding	0	TNS	$19.35		$0.00		
Subtotal					$859.50		
EQUIPMENT							
Deere 624K	2	HR	$44.55			$89.10	
CAT 320	0	HR	$75.68			$0.00	
Superintendents Truck	2	HR	$8.00			$16.00	
Subtotal	0					$105.10	
SUB							
Chapman Trenching	87	LF	$11.00				$957.00
Survey - Restake	87	LF	$1.25				$108.75
Chapman Mobilization	1	LS	$2,000.00				$2,000.00
Subtotal							$3,065.75
Subtotals				$240.90	$859.50	$105.10	$3,065.75
Burden on Direct Labor - 55%				$132.50			
Direct Labor - 15%				$56.01			
Material -15%							
Equipment - 15%						$15.77	
Subcontracts -5%							$153.29
Subtotals				$429.40	$859.50	$120.87	$3,219.04

Change Proposal Subtotal	$4,628.81
Bond (1%)	$46.29
Total Change Proposal	$4,675.09

BC-999-002

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR #14 - T&M Work for BCMUD Leak						
DATE:	6/12/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR #14 - T&M Work for BCMUD Leak	1.00	LS		16.00	$54,755.79	$54,755.79
	GRAND TOTAL						**$54,755.79**
Notes:							

PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.

BREAKDOWN WORKSHEET
Item: CPR#15 - T&M Work for BCMUD Leak
Date: 3/26/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	30	HR	$63.94	$1,918.20			
Superintendent 2	30	HR	$28.85	$865.50			
Forman (1)	75	HR	$30.09	$2,256.75			
Laborer (1)	146	HR	$17.50	$2,555.00			
Operator LD (1)	34	HR	$24.48	$832.32			
Operator LD (2)	60	HR	$19.50	$1,170.00			
Operator Blade	10	HR	$34.75	$347.50			
Operator Roller	18	HR	$20.40	$367.20			
Operator Backhoe	75	HR	$20.91	$1,568.25			
Subtotal				$11,880.72			
MATERIAL							
Bedding	120	Tons	$18.35		$2,202.00		
Base	300	Tons	$14.00		$4,200.00		
Geogrid	1	Roll	$1,002.25		$1,002.25		
Subtotal					$7,404.25		
EQUIPMENT							
Deere 624K	34	HR	$103.08			$3,504.72	
Cat 272D	60	HR	$60.60			$3,636.00	
Cat 416F2	75	HR	$68.24			$5,118.00	
Sakai SV540D	18	HR	$117.45			$2,114.10	
Water Truck	8	HR	$24.20			$193.60	
Subtotal						$14,566.42	
SUB							
Alpha Remob	1	LS	$6,500.00				$6,500.00
Onsite Trucking	10	HR	$90.00				$900.00
Subtotal							$7,400.00
Subtotals				$11,880.72	$7,404.25	$14,566.42	$7,400.00
Burden on Direct Labor - 55%				$6,534.40			
Direct Labor - 15%				$2,762.27			
Material -15%					$1,110.64		
Equipment - 15%						$2,184.96	
Subcontracts -5%							$370.00
Subtotals				$21,177.38	$8,514.89	$16,751.38	$7,770.00

Change Proposal Subtotal	$54,213.65
Bond (1%)	$542.14
Total Change Proposal	$54,755.79

BC-999-003

CONTRACTOR:	CASH CONSTRUCTION COMPANY, LTD.						
PROJECT:	1009 - Sam Bass Road						
ITEM:	CPR#22 - Extra Work @ Tonkawa Tree						
DATE:	5/13/2024						
				Prod. /	Additional	Unit	Bid
Item #	Description	Qty.	Unit	Day	Days	Bid	Amount
1	CPR#22 - Extra Work @ Tonkawa Tree	1.00	LS		1.00	$4,049.30	$4,049.30
	GRAND TOTAL						**$4,049.30**
Notes:							

PRICES EXCLUDE: BONDS, IMPORTING TOPSOIL, STREET LIGHTS, ENGINEERING, REVEG, HAZARDOUS MATERIALS HANDLING, SLOPE RETENTION, ROCK BERMS, SOD, MAKE UP WELL AND ASSEMBLY, FOUNTAINS, AND ALL EROSION CONTROLS NOT LISTED.

BREAKDOWN WORKSHEET
Item: CPR#22 - Extra Work @ Tonkawa Tree
Date: 5/13/2024

DESCRIPTION	QUAN	UNIT	UNIT PRICE	LABOR	MATERIAL	EQUIP	SUB
LABOR							
Superintendent 1	2	HR	$63.94	$127.88			
Foreman (1)	5	HR	$42.42	$212.10			
Laborer (1)	5	HR	$22.00	$110.00			
Laborer (2)	5	HR	$19.00	$95.00			
Pipelayer	5	HR	$23.00	$115.00			
Loader Operator(1)	0	HR	$24.48	$0.00			
Loader Operator (2)	0	HR	$24.00	$0.00			
Exc Operator	18	HR	$27.00	$486.00			
Subtotal				$1,145.98			
MATERIAL							
					$0.00		
					$0.00		
Subtotal					$0.00		
EQUIPMENT							
Deere 624K	0	HR	$103.08			$0.00	
Deere 544P	0	HR	$57.83			$0.00	
Cat 416F2	0	HR	$68.24			$0.00	
Cat 320	18	HR	$95.00			$1,710.00	
Water Truck	0	HR	$24.20			$0.00	
Subtotal						$1,710.00	
SUB							
							$0.00
							$0.00
Subtotal							$0.00
Subtotals				$1,145.98	$0.00	$1,710.00	$0.00
Burden on Direct Labor - 55%				$630.29			
Direct Labor - 15%				$266.44			
Material -15%					$0.00		
Equipment - 15%						$256.50	
Subcontracts -5%							$0.00
Subtotals				$2,042.71	$0.00	$1,966.50	$0.00

Change Proposal Subtotal	$4,009.21
Bond (1%)	$40.09
Total Change Proposal	$4,049.30

R032021
BRUSHY CREEK CONGREGATION
OF JEHOVAHS WITNESSES
1.15 AC
Owners Address
4232 SAM BASS RD
ROUND ROCK, TX 78681-1569
Site Address
4232 SAM BASS RD,
ROUND ROCK, TX 78681
Dillard, J.h. Sur. Abst 179
DOC# 2008026057
O.P.R.W.C.TX

MATCHLINE - STA 16+00 (DRAWING C-204)

MATCHLINE - STA 20+00 (DRAWING C-206)

ALIGNMENT A - STA. 16+26.37
P.I. DEF. < 0° 0' 3" RT.
N: 10168258.38
E: 3111815.80

ALIGNMENT A - STA. 17+00.00
INSTALL NEW ARV
N: 10168230.26
E: 3111883.85

INSTALL NEW COMB. 2" ARV (1,2 / C-402)

ALIGNMENT A - STA. 18+35.94
INSTALL NEW 2" SERVICE TAP
AND 2" SERVICE LINE (7 / C-403)
N: 10168177.13
E: 3112008.97

EXISTING OWNER SERVICE LINE TO REMAIN

INSTALL NEW WATER METER BOX AND RELOCATE EXISTING METER (SEE NOTE 3) (2)

ALIGNMENT A - STA. 18+43.46
P.I. DEF. < 0° 3' 6" RT.
N: 10168174.05
E: 3112015.83

ALIGNMENT A - STA. 20+00.00
INSTALL NEW ISOLATION
6" GATE VALVE
AND BOX (4,5 / C-401)
N: 10168109.99
E: 3112158.66

ALIGNMENT A
INSTALL NEW 6" C900 PVC PIPE

EXISTING OWNER SERVICE LINE (TO BE ABANDONED)

EXISTING CUSTOMER METER (TO BE RELOCATED)

EXISTING 2" SERVICE LINE (TO BE ABANDONED)

ABANDON 6" AC PIPE

PROP. SIDEWALK EDGE

EDGE OF EXIST. R.O.W.

EDGE OF PROP. R.O.W.

EDGE OF EXIST. PAVEMENT

SAM BASS RD

LIVE OAK CIRCLE

2' MIN.

16+00 17+00 18+00 19+00 20+00

323+00 324+00 325+00 326+00 327+00

GRAPHIC SCALE
0 10 20 40 80
SCALE IN FEET
1" = 20' (22x34)

LEGEND:

- PROPOSED 6" PVC C900 WATER LINE
- EXISTING 6" WATER LINE
- EXISTING 6" WATER LINE (AC PIPE)
- EXISTING 12" WATER LINE
- EXISTING 12" WATER LINE (PVC PIPE)
- EXISTING 12" WATER LINE (AC PIPE)
- EXISTING 24" WATER LINE (DI PIPE)
- EXISTING 30" WATER LINE (DI PIPE)
- EXISTING WATER LINE (SIZE UNKNOWN)
- EXISTING WATER VALVE
- (2) EXISTING WATER METER
- (2) PROPOSED METER BOX
- EXISTING WATER LINE TO BE ABANDONED IN PLACE OR REMOVED
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING TELEPHONE BOX
- PROPOSED AT&T UNDERGROUND LINE
- EXISTING UNDERGROUND FIBER OPTIC CABLE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING SURFACE CONTOUR (SURVEYED)
- EXISTING BARBED WIRE FENCE LINE
- EXISTING CHAIN-LINK FENCE
- PARCEL BOUNDARY (SOURCE: WILLIAMSON CAD)
- SURVEYED R.O.W.
- PROPOSED R.O.W.
- EXISTING EASEMENT
- EXISTING PAVEMENT
- PROPOSED PAVEMENT

836 832 828 824 820 816 812 808 804 800

15+75 16+00 17+00 18+00 19+00 20+00 20+25

STA: 16+24.02
SD D-13 18" RCP
FL EL: 819.07

STA: 18+07.69
SD E-01 18" RCP
FL EL: 818.36

STA: 19+96.13
SD E-02 18" RCP
FL EL: 817.28

INSTALL NEW COMB. 2" ARV (1,2 / C-402)

ARV

EXISTING GROUND

PROPOSED GROUND

MIN. 4' TO TOP OF PIPE

6" C900 PVC PIPE @ 0.38%

6" C900 PVC PIPE @ -0.27%

6" C900 PVC PIPE @ 1.64%

6" C900 PVC PIPE @ 5.13%

2.6'

2.5' TO TOP OF PIPE

(4,5 / C-401) INSTALL NEW ISOLATION 6" GATE VALVE & BOX

STA 16+26.37
GND ELEV = 827.59
FL 6": 823.14

INSTALL NEW 2" COMB AIR RELEASE VALVE (ARV)
STA: 17+00.00
FL EL: 822.86

STA: 18+35.94
INSTALL NEW 2" SERVICE TAP

STA 18+43.46
GND ELEV = 826.81
FL 6": 821.96

STA 19+93.03
GND ELEV = 824.89
FL 6": 814.28

STA 19+98.19
GND ELEV = 824.89
FL 6": 814.28

INSTALL NEW 6" GATE VALVE
STA: 20+00.00
FL EL: 814.24

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
2. ALL BENDS SHALL HAVE RESTRAINED JOINTS (DETAIL 2, C-403) AND THRUST BLOCKING (DETAIL 3, C-401).
3. RELOCATE EXISTING METER AND CONNECT TO EXISTING OWNER SERVICE LINE AFTER COMMISSIONING OF NEW 6" WL. (2)

8
4
0 20 40
SCALE IN FEET
VERTICAL EXAGGERATION = 5X

No.	Revisions and Descriptions	By	Date
2	INSTALL NEW SERVICE TAP, SERVICE LINE AND METER BOX. RELOCATE EXIST. CUSTOMER METER. NOTE 3	TEC	8/4/2023

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

PROPOSED 6 INCH WATER LINE A
STA. 16+00 - STA. 20+00

Drawn By: RPS
Checked By: TEC
Scale: AS SHOWN
Date: JANUARY 2023

Thomas E Caponi Aug 4, 2023 Revision 2

Thomas E Caponi Jan. 27, 2023

STATE OF TEXAS
THOMAS E. CAPONI
54723
LICENSED
PROFESSIONAL
ENGINEER

MRB group
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TBPELS Firm Number F-10615
www.mrbgroup.com

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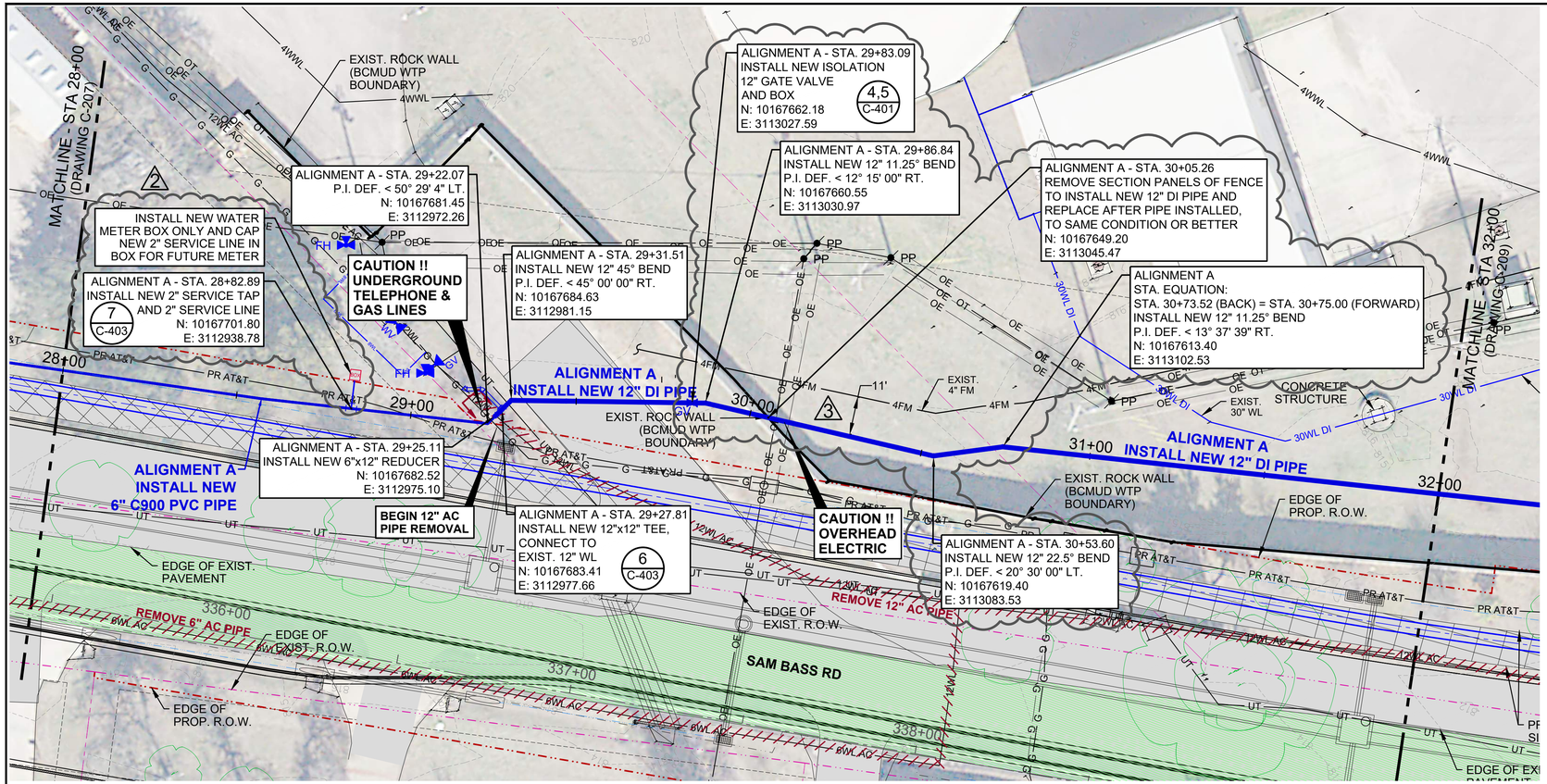
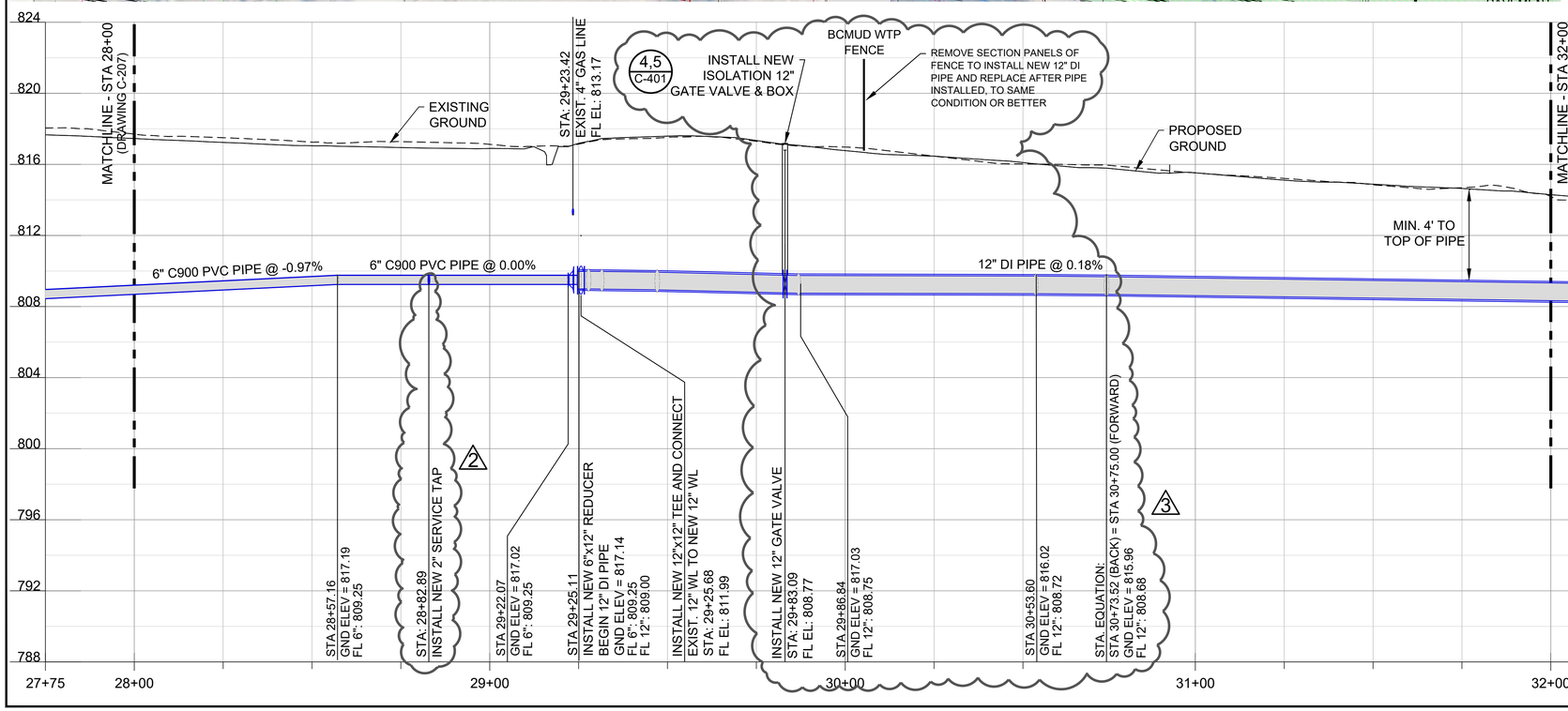
Project No. 0226.21003





GRAPHIC SCALE
0 10 20 40 80
SCALE IN FEET
1" = 20' (22x34)

LEGEND:

- PROPOSED 6" PVC C900 WATER LINE
- PROPOSED 12" DI WATER LINE
- 6WL — EXISTING 6" WATER LINE
- 6WL AC — EXISTING 6" WATER LINE (AC PIPE)
- 12WL — EXISTING 12" WATER LINE
- 12WL PVC — EXISTING 12" WATER LINE (PVC PIPE)
- 12WL AC — EXISTING 12" WATER LINE (AC PIPE)
- 24WL DI — EXISTING 24" WATER LINE (DI PIPE)
- 30WL DI — EXISTING 30" WATER LINE (DI PIPE)
- WL — EXISTING WATER LINE (SIZE UNKNOWN)
- WV — EXISTING WATER VALVE
- 2 BOX — PROPOSED METER BOX
- WL — EXISTING WATER LINE TO BE ABANDONED IN PLACE OR REMOVED
- UT — EXISTING UNDERGROUND TELEPHONE LINE
- T — EXISTING TELEPHONE BOX
- PR AT&T — PROPOSED AT&T UNDERGROUND LINE
- F F F — EXISTING UNDERGROUND FIBER OPTIC CABLE
- OE OE — EXISTING OVERHEAD ELECTRIC LINE
- PP — EXISTING POWER POLE
- FH — EXISTING FIRE HYDRANT
- FH — PROPOSED FIRE HYDRANT
- 831 — EXISTING SURFACE CONTOUR (SURVEYED)
- X X X X — EXISTING BARBED WIRE FENCE LINE
- EXISTING CHAIN-LINK FENCE
- PARCEL BOUNDARY (SOURCE: WILLIAMSON CAD)
- SURVEYED R.O.W.
- PROPOSED R.O.W.
- EXISTING EASEMENT
- EXISTING PAVEMENT
- PROPOSED PAVEMENT

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL COORDINATE WITH BCMUD FOR ACCESS TO WTP SITE (SEE SHEET G-002).
3. CONTRACTOR SHALL MAINTAIN SECURE FENCING FOR WTP IN ACCORDANCE WITH TCEQ REQUIREMENTS AT ALL TIMES.
4. CONTRACTOR SHALL RESTORE PAVEMENT FOR WTP WEST ENTRANCE IN ACCORDANCE WITH ROUND ROCK DETAIL WT-07 (DETAIL 3, C-403).
5. ALL BENDS SHALL HAVE RESTRAINED JOINTS (DETAIL 2, C-403) AND THRUST BLOCKING (DETAIL 3, C-401).
6. CONTRACTOR SHALL PROVIDE APPROPRIATE EROSION AND SEDIMENTATION CONTROLS CONSISTENT WITH STANDARD DETAILS PROVIDED ELSEWHERE IN THE DRAWINGS, AND SHALL SUBMIT A PLAN FOR SUCH CONTROLS ON THE BCMUD WTP SITE TO THE ENGINEER FOR APPROVAL.

8 4 0 20 40
SCALE IN FEET
VERTICAL EXAGGERATION = 5X

No.	Revisions and Descriptions	By	Date
1	ADD NOTE 6, EROSION CONTROL	TEC	2/14/2023
2	INSTALL NEW SERVICE TAP, SERVICE LINE AND METER BOX	TEC	8/4/2023
3	MODIFY 12" WL ALIGNMENT	TEC	12/15/2023

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

PROPOSED 6 INCH AND 12 INCH
WATER LINE A STA. 28+00 - STA. 32+00

Drawn By: RPS
Checked By: TEC
Scale: AS SHOWN
Date: JANUARY 2023

Thomas E. Capone Dec. 15, 2023

STATE OF TEXAS
THOMAS E. CAPONE
54723
LICENSED PROFESSIONAL ENGINEER

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TBPELS Firm Number F-10615
www.mrbgroup.com

Sheet No. C-208
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Project No. 0226.21003

ALIGNMENT A - STA. 34+54.87
P.I. DEF. < 31° 31' 34" RT.
N: 10167473.80
E: 3113441.10

ALIGNMENT A - STA. 33+59.01
P.I. DEF. < 35° 37' 41" LT.
N: 10167466.37
E: 3113345.53

ALIGNMENT A - STA. 34+94.00
BEGIN BORING AND
NEW 24" STEEL CASING

ALIGNMENT A - STA. 35+14.00
END BORING AND
NEW 24" STEEL CASING

ALIGNMENT A - STA. 35+42.26
P.I. DEF. < 92° 55' 46" RT.
N: 10167433.96
E: 3113519.05

ALIGNMENT A
INSTALL NEW 12" DI PIPE
IN 24" STEEL CASING (20 LF)

ALIGNMENT A - STA. 36+70.31
END NEW 12" DI PIPE
TIE INTO EXIST. 12" WL PIPE
WITH NEW 12" DI 45° BEND

MATCHLINE - STA 32+00
(DRAWING C-208)

ALIGNMENT A
INSTALL NEW 12" DI PIPE

ALIGNMENT A
INSTALL NEW 12" DI PIPE

ABANDON
8" D.I. PIPE

REMOVE
8" D.I.
PIPE

REMOVE 12" AC PIPE

REMOVE
12" D.I.
PIPE

BEGIN 12" AC
PIPE ABANDON

ABANDON 12" AC PIPE

END 12" AC
PIPE REMOVAL

SAM BASS RD

GREAT OAKS DR

EXIST. 30" WL

EXIST. 8" WL

EXIST. ROCK WALL
(BCMUD WTP BOUNDARY)

EXIST. METER
VAULT

EXIST. 30"x12" WET
TAP & GATE VALVE

PROP.
INTERCONNECT
VAULT

TREES TO BE
REMOVED

INSTALL NEW
12" TEE

INSTALL NEW
12" GATE VALVE

PROPOSED FOUNTAIN
EQUIPMENT
(BY OTHERS)

PROPOSED
RELOCATED
FOUNTAIN
(BY OTHERS)

RETAINING
WALL

10'x26'
BORE PIT

10'x10'
RECEIVING
PIT

PROPOSED BCMUD
12" & 24" EXIST. PIPE
BYPASS LAYOUT

EDGE OF
PROP. R.O.W.

EDGE OF EXIST.
PAVEMENT

EDGE OF
EXIST. R.O.W.

PROP.
SIDEWALK EDGE

EXIST. & PROP. SAM BASS RD

STA: 36+60.65
SBC 8'X3'
FL EL: 801.48

STA: 36+70.30
TIE INTO
EXIST. 12" WL
FL EL: 801.87

EXIST. 12" WL
& EXIST. 24"
WL REROUTE

EXIST. BCMUD
12" WL

EXIST. BCMUD
24" WL

STA: 36+07.93
RR 42" WL
IN 60" CASING
FL EL: 790.73

STA: 35+33.87
EXIST. BCMUD 24" WL
FL EL: 802.51

STA 35+42.42
GND ELEV = 810.81
FL 12": 804.95

MATCHLINE - STA 32+00
(DRAWING C-208)

EXISTING
GROUND

PROPOSED
GROUND

MIN. 4' TO
TOP OF PIPE

12" DI PIPE @ 0.26%

12" DI PIPE @ -1.11%

12" DI PIPE @ 2.58%

12" DI PIPE
@ 4.56%

12" DI PIPE
@ 100.00%

12" DI PIPE
@ -100.00%

12" DI PIPE
@ 0.00%

3' TO TOP
OF PIPE

4'

4'

NEW 12" DI PIPE
ENCASED IN
24" STEEL CASING
(20 LF)

INSTALL NEW 12"x8" TEE AND CONNECT
EXIST. 8" WL TO NEW 12" WL
STA: 32+89.93
FL EL: 808.06

STA 33+59.01
GND ELEV = 813.06
FL 12": 807.88

INSTALL NEW 12" TEE AND
CONNECT NEW 12" WL
FROM INTERCONNECT VAULT
STA: 33+95.78
FL EL: 808.29

INSTALL NEW 12" GATE VALVE & BOX
STA: 33+98.69
FL EL: 808.32

INSTALL NEW 12" TEE AND
CONNECT NEW 12" WL
FROM INTERCONNECT VAULT
STA: 34+01.60
FL EL: 808.36

STA 34+54.87
GND ELEV = 814.41
FL 12": 808.94

BEGIN BORING AND NEW
24" STEEL CASING
STA: 35+16.73
GND ELEV = 814.96

END BORING AND NEW
24" STEEL CASING
STA. 35+36.73
GND ELEV = 814.34

WL NEW 12" 45° BEND
STA 36+50.73
GND ELEV = 808.00
FL 12": 802.16

WL NEW 12" 45° BEND
STA 36+55.41
GND ELEV = 807.75
FL 12": 797.48

WL NEW 12" 45° BEND
STA 36+65.91
GND ELEV = 808.00
FL 12": 797.48

END NEW 12" DI WL PIPE
STA 36+70.31
NEW 12" 45° BEND
TIE INTO EXIST. 12" WL PIPE
GND ELEV = 807.29
FL 12" IN (NE): 801.88

SCALE IN FEET
VERTICAL EXAGGERATION = 5X

GRAPHIC SCALE
0 10 20 40 80
SCALE IN FEET
1" = 20' (22x34)

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL COORDINATE WITH BCMUD FOR ACCESS TO WTP SITE (SEE SHEET G-002).
3. CONTRACTOR SHALL MAINTAIN SECURE FENCING FOR WTP IN ACCORDANCE WITH TCEQ REQUIREMENTS AT ALL TIMES.
4. ALL BENDS SHALL HAVE RESTRAINED JOINTS (DETAIL 2, C-403) AND THRUST BLOCKING (DETAIL 3, C-401).
5. CARRIER PIPE SHALL HAVE RESTRAINED JOINTS THROUGH THE CASING PIPING AND 50 LF BEYOND END OF CASING.
6. CONTRACTOR SHALL PROVIDE APPROPRIATE EROSION AND SEDIMENTATION CONTROLS CONSISTENT WITH STANDARD DETAILS PROVIDED ELSEWHERE IN THE DRAWINGS, AND SHALL SUBMIT A PLAN FOR SUCH CONTROLS ON THE BCMUD WTP SITE TO THE ENGINEER FOR APPROVAL.

LEGEND:

- PROPOSED 12" DI WATER LINE
- 6WL — EXISTING 6" WATER LINE
- 6WL AC — EXISTING 6" WATER LINE (AC PIPE)
- 12WL — EXISTING 12" WATER LINE
- 12WL PVC — EXISTING 12" WATER LINE (PVC PIPE)
- 12WL AC — EXISTING 12" WATER LINE (AC PIPE)
- 24WL DI — EXISTING 24" WATER LINE (DI PIPE)
- 30WL DI — EXISTING 30" WATER LINE (DI PIPE)
- WL — EXISTING WATER LINE (SIZE UNKNOWN)
- WV — EXISTING WATER VALVE
- EXISTING WATER LINE TO BE ABANDONED IN PLACE OR REMOVED
- UT — EXISTING UNDERGROUND TELEPHONE LINE
- T — EXISTING TELEPHONE BOX
- PR AT&T — PROPOSED AT&T UNDERGROUND LINE
- F F F — EXISTING UNDERGROUND FIBER OPTIC CABLE
- OE OE — EXISTING OVERHEAD ELECTRIC LINE
- PP — EXISTING POWER POLE
- FH — EXISTING FIRE HYDRANT
- FH — PROPOSED FIRE HYDRANT
- 831 — EXISTING SURFACE CONTOUR (SURVEYED)
- X X X X — EXISTING BARBED WIRE FENCE LINE
- EXISTING CHAIN-LINK FENCE
- PARCEL BOUNDARY (SOURCE: WILLIAMSON CAD)
- SURVEYED R.O.W.
- PROPOSED R.O.W.
- EXISTING EASEMENT
- EXISTING PAVEMENT
- PROPOSED PAVEMENT

No.	Revisions and Descriptions	By	Date
1	ADD NOTE 6, EROSION CONTROL	TEC	2/14/2023

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

PROPOSED 12 INCH WATER LINE A
STA. 32+00 - STA. 36+70.31 (END)

Drawn By: RPS
Checked By: TEC
Scale: AS SHOWN
Date: JANUARY 2023

THOMAS E. CAPONI
54723
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS
Thomas E Caponi
Feb 14, 2023

MRB group
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www.mrbgroup.com

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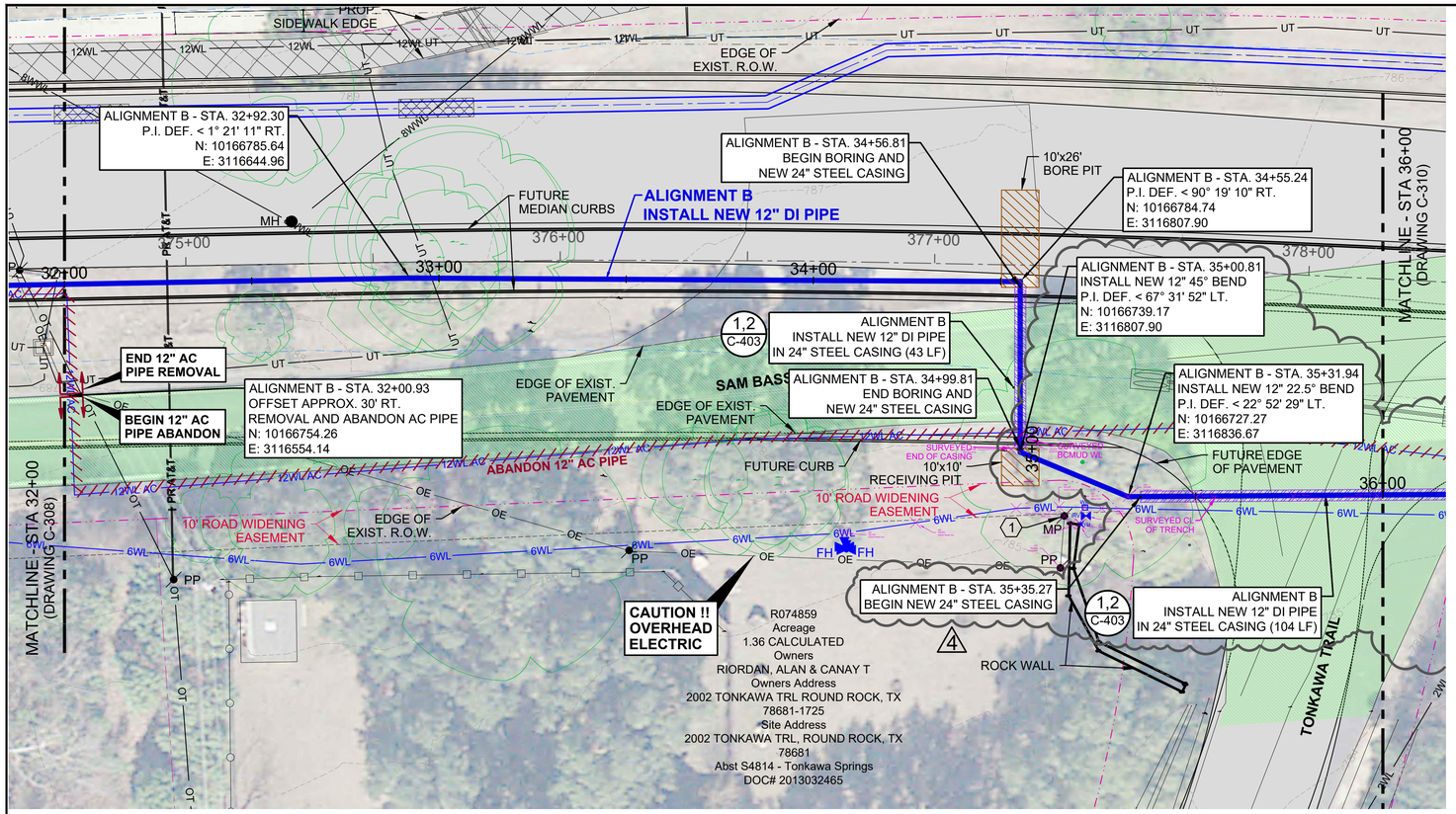
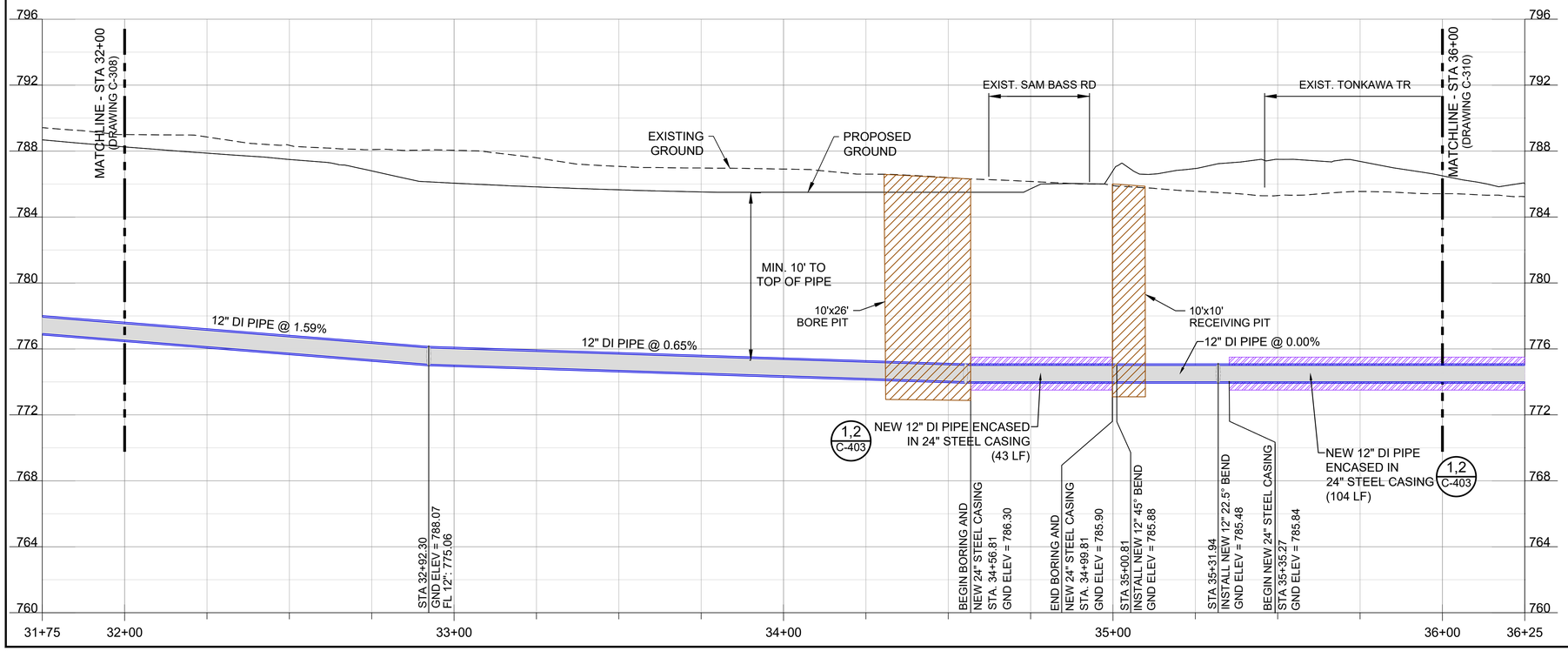
Project No. 0226.21003





GRAPHIC SCALE
0 10 20 40 80
SCALE IN FEET
1" = 20' (22x34)

LEGEND:

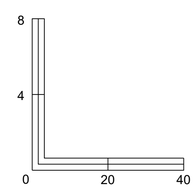
- PROPOSED 12" DI WATER LINE
- 6WL — EXISTING 6" WATER LINE
- 6WL AC — EXISTING 6" WATER LINE (AC PIPE)
- 12WL — EXISTING 12" WATER LINE
- 12WL PVC — EXISTING 12" WATER LINE (PVC PIPE)
- 12WL AC — EXISTING 12" WATER LINE (AC PIPE)
- 24WL DI — EXISTING 24" WATER LINE (DI PIPE)
- 30WL DI — EXISTING 30" WATER LINE (DI PIPE)
- WL — EXISTING WATER LINE (SIZE UNKNOWN)
- WV — EXISTING WATER VALVE
- EXISTING WATER LINE TO BE ABANDONED IN PLACE OR REMOVED
- UT — EXISTING UNDERGROUND TELEPHONE LINE
- T — EXISTING TELEPHONE BOX
- PR AT&T — PROPOSED AT&T UNDERGROUND LINE
- F F F — EXISTING UNDERGROUND FIBER OPTIC CABLE
- OE OE — EXISTING OVERHEAD ELECTRIC LINE
- PP — EXISTING POWER POLE
- FH — EXISTING FIRE HYDRANT
- FH — PROPOSED FIRE HYDRANT
- 831 — EXISTING SURFACE CONTOUR (SURVEYED)
- X X X X — EXISTING BARBED WIRE FENCE LINE
- EXISTING CHAIN-LINK FENCE
- PARCEL BOUNDARY (SOURCE: WILLIAMSON CAD)
- SURVEYED R.O.W.
- PROPOSED R.O.W.
- EXISTING EASEMENT
- EXISTING PAVEMENT
- PROPOSED PAVEMENT

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL A 6" Ø TEMPORARY BY-PASS WHERE THE EXISTING BCMUD 12" Ø WL MUST BE REMOVED FROM SERVICE. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. CONTRACTOR SHALL MAINTAIN WATER SERVICE AT ALL TIMES EXCEPT AS REQUIRED FOR CONNECTIONS. PROVIDE BCMUD A MINIMUM OF TWO WEEKS ADVANCE NOTICE.
3. ALL BENDS SHALL HAVE RESTRAINED JOINTS (DETAIL 2, C-403) AND THRUST BLOCKING (DETAIL 3, C-401).
4. CARRIER PIPE SHALL HAVE RESTRAINED JOINTS THROUGH THE CASING PIPING AND 50 LF BEYOND END OF CASING.

KEY NOTE:

(1) CONTRACTOR SHALL ARRANGE FOR SUPPORT OF METER POLE DURING CONSTRUCTION.



SCALE IN FEET
VERTICAL EXAGGERATION = 5X

Thomas E Capone
Nov. 30, 2024
REVISION #4

THOMAS E. CAPONE
54723
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

Thomas E Capone
Jan. 27, 2023

THOMAS E. CAPONE
54723
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

No.	Revisions and Descriptions	By	Date
4	ALIGNMENT ADJUSTMENT AS REQUESTED BY WILLIAMSON COUNTY	TEC	4/23/2024

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

PROPOSED 12 INCH WATER LINE B
STA. 32+00 - STA. 36+00

Drawn By: RPS
Checked By: TEC
Scale: AS SHOWN
Date: JANUARY 2023

MRB group
MRB Group, P.C.
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TBPELS Firm Number F-10615
www.mrbgroup.com

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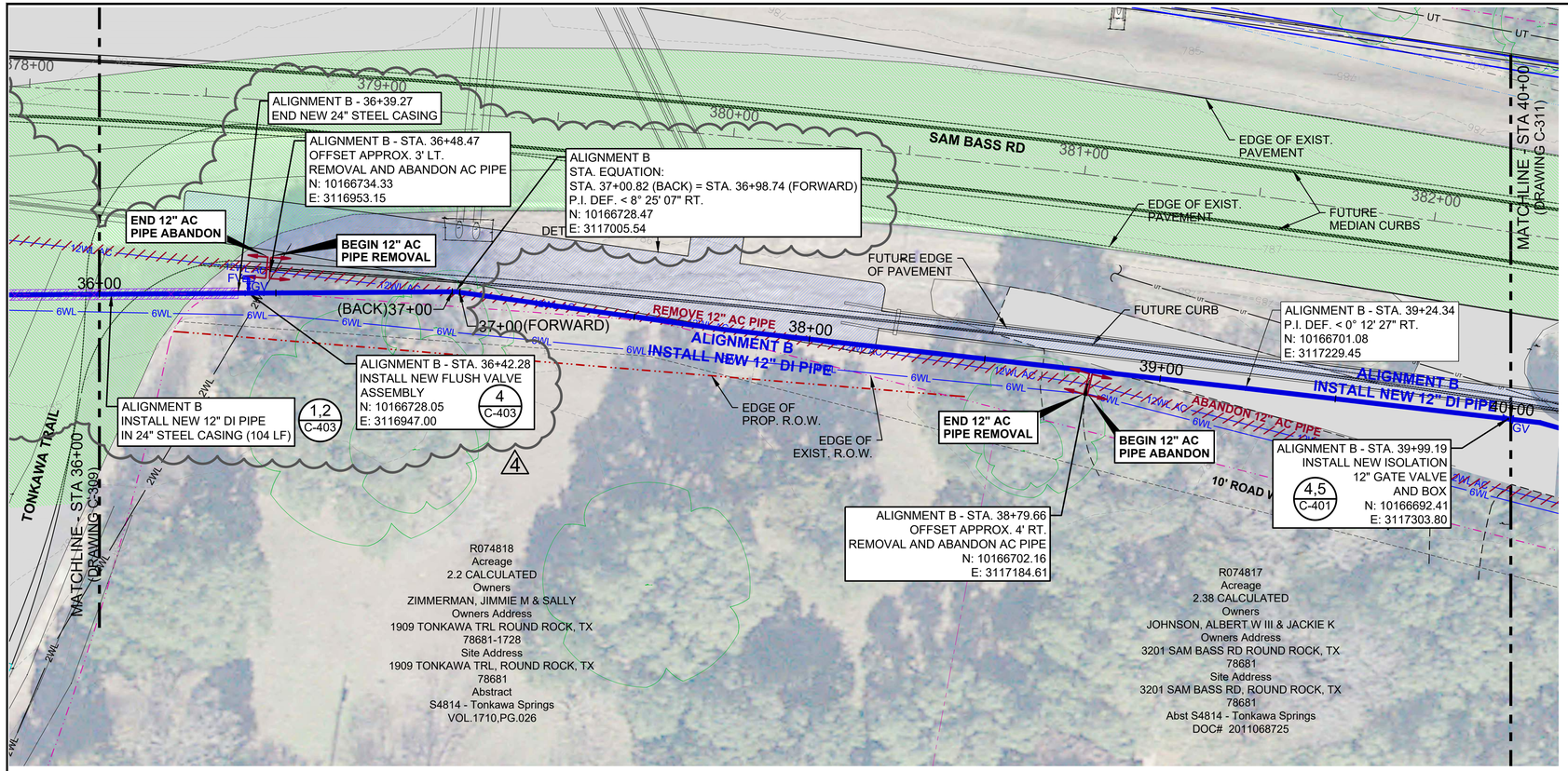
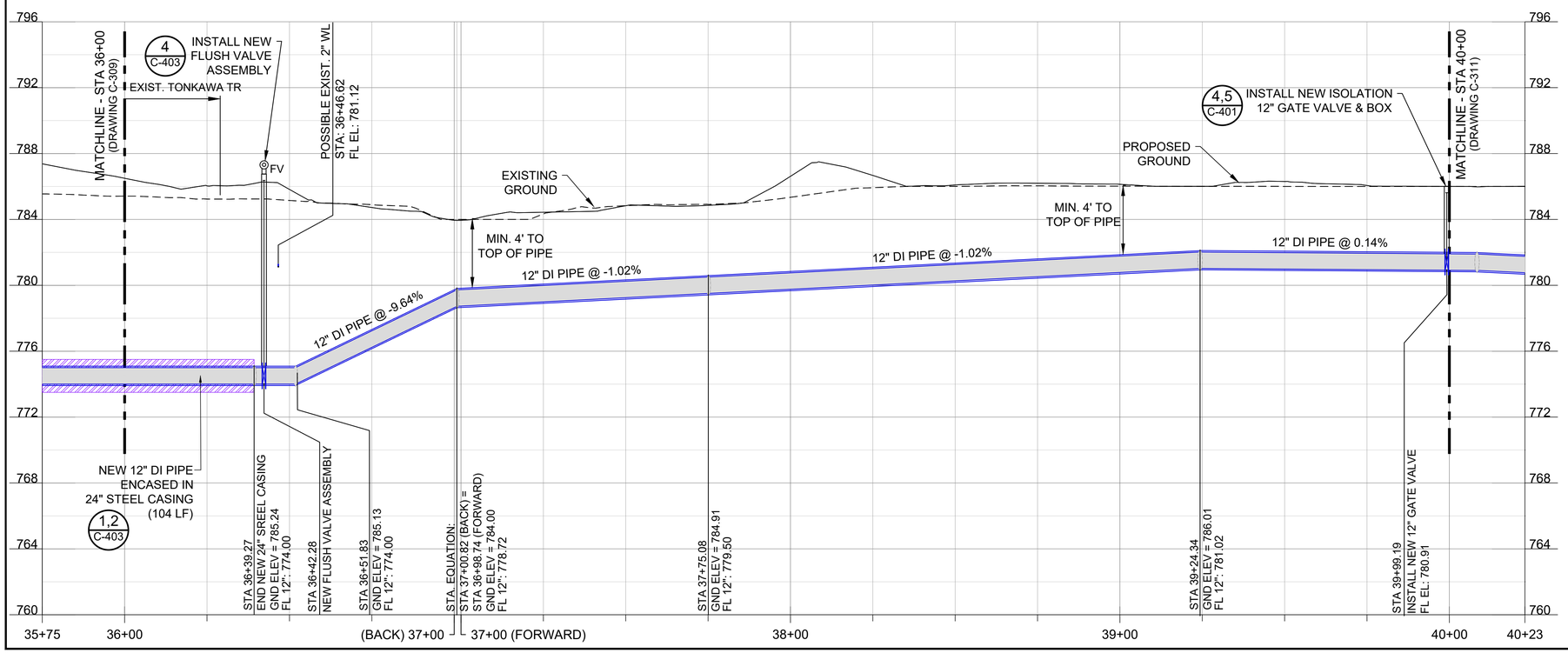
Project No. 0226.21003





GRAPHIC SCALE
0 10 20 40 80
SCALE IN FEET
1" = 20' (22x34)

LEGEND:

- PROPOSED 12" DI WATER LINE
- 6WL — EXISTING 6" WATER LINE
- 6WL AC — EXISTING 6" WATER LINE (AC PIPE)
- 12WL — EXISTING 12" WATER LINE
- 12WL PVC — EXISTING 12" WATER LINE (PVC PIPE)
- 12WL AC — EXISTING 12" WATER LINE (AC PIPE)
- 24WL DI — EXISTING 24" WATER LINE (DI PIPE)
- 30WL DI — EXISTING 30" WATER LINE (DI PIPE)
- WL — EXISTING WATER LINE (SIZE UNKNOWN)
- WV — EXISTING WATER VALVE
- WL — EXISTING WATER LINE TO BE ABANDONED IN PLACE OR REMOVED
- UT — EXISTING UNDERGROUND TELEPHONE LINE
- T — EXISTING TELEPHONE BOX
- PR AT&T — PROPOSED AT&T UNDERGROUND LINE
- F F F — EXISTING UNDERGROUND FIBER OPTIC CABLE
- OE OE — EXISTING OVERHEAD ELECTRIC LINE
- PP — EXISTING POWER POLE
- FH — EXISTING FIRE HYDRANT
- FH — PROPOSED FIRE HYDRANT
- 831 — EXISTING SURFACE CONTOUR (SURVEYED)
- X X X X — EXISTING BARBED WIRE FENCE LINE
- EXISTING CHAIN-LINK FENCE
- PARCEL BOUNDARY (SOURCE: WILLIAMSON CAD)
- SURVEYED R.O.W.
- PROPOSED R.O.W.
- EXISTING EASEMENT
- EXISTING PAVEMENT
- PROPOSED PAVEMENT

GENERAL NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL INSTALL A 6" Ø TEMPORARY BY-PASS WHERE THE EXISTING BCMUD 12" Ø WL MUST BE REMOVED FROM SERVICE. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. CONTRACTOR SHALL MAINTAIN WATER SERVICE AT ALL TIMES EXCEPT AS REQUIRED FOR CONNECTIONS. PROVIDE BCMUD A MINIMUM OF TWO WEEKS ADVANCE NOTICE.
3. ALL BENDS SHALL HAVE RESTRAINED JOINTS (DETAIL 2, C-403) AND THRUST BLOCKING (DETAIL 3, C-401).
4. CARRIER PIPE SHALL HAVE RESTRAINED JOINTS THROUGH THE CASING PIPING AND 50 LF BEYOND END OF CASING.

8
4
0 20 40
SCALE IN FEET
VERTICAL EXAGGERATION = 5X

Thomas E Capone Apr. 30, 2024 Revision #4

THOMAS E. CAPONE 54723 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

Thomas E Capone Jan. 27, 2023

THOMAS E. CAPONE 54723 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

No.	Revisions and Descriptions	By	Date
4	ALIGNMENT ADJUSTMENT AS REQUESTED BY WILLIAMSON COUNTY	TEC	4/23/2024

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

PROPOSED 12 INCH WATER LINE B
STA. 36+00 - STA. 40+00

Drawn By: RPS
Checked By: TEC
Scale: AS SHOWN
Date: JANUARY 2023

MRB group
MRB Group, P.C.
8834 N. Capitol of Texas Hwy, Suite 220, Austin, TX 78759 Phone: 512-436-8571
303 W. Calhoun Ave., Temple, TX 76501 Phone: 254-771-2054
TBPELS Firm Number F-10615
www.mrbgroup.com

Sheet No. C-310
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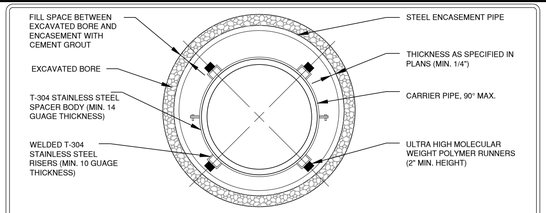
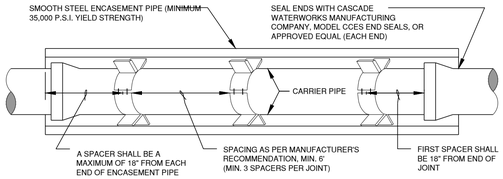
Project No. 0226.21003



PIPE SIZE-CARRIER (DIAMETER)	PIPE SIZE-CASING (DIAMETER) (MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"	1/4	0.2500
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" ~ 14"	24"	3/8	0.3750
16" ~ 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000

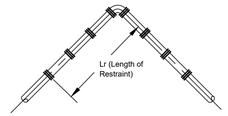


NOTES:

1. CASING SPACER CONFIGURATION AND SPACING SHALL BE AS SHOWN ON MANUFACTURER'S DRAWINGS FOR SPECIFIC WORK; THESE MUST BE ACCEPTABLE TO THE CITY OF ROUND ROCK.
2. CASING SPACER SHALL BE AS MANUFACTURED BY CASCADE WATERWORKS MANUFACTURING COMPANY, MODEL CCS, OR APPROVED EQUAL.

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-16
APPROVED 03-01-18 DATE	PIPE ENCASEMENT DETAIL	ROUND ROCK TEXAS
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		

1 PIPE ENCASEMENT DETAIL
NTS



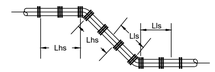
HORIZONTAL BEND

NOM. PIPE SIZE(in.)	90° BEND	45° BEND	22.5° BEND	11.25° BEND	SIZE ON SIZE TEE	DEAD END
6	21 FT.	9 FT.	4 FT.	2 FT.	BR.	36 FT.
12	40 FT.	17 FT.	8 FT.	4 FT.	23 FT.	76 FT.

NOTE:

- RECOMMENDED RESTRAINED LENGTHS FOR STRAIGHT TEES ASSUME A MINIMUM 10' LENGTH OF PIPE ATTACHED TO EACH SIDE OF THE RUN.
- BR. ONLY INDICATES RESTRAINT AT TEE BRANCH ONLY.
- ALL BENDS (DEGREE CHANGES) ARE CALCULATED AS HORIZONTAL. DEAD-END SERVICE CONSTITUTES CAPS, PLUGS, VALVES AND HYDRANTS.
- TABLE CALCULATIONS ARE BASED ON WORKING PRESSURE OF 150 psi, CLAYEY SOIL OF MEDIUM TO LOW PLASTICITY WITH LITTLE SAND AND GRAVEL, 4 FEET OF COVER, AND SAFETY FACTOR OF 1.5.

HORIZONTAL BEND RESTRAINT



VERTICAL DOWN BEND AND OFFSET

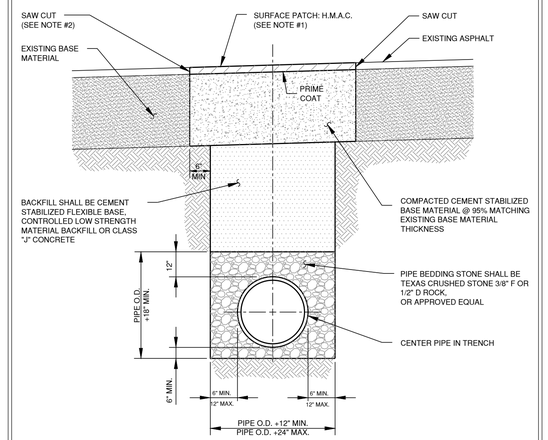
NOM. PIPE SIZE(in.)	90° BEND		45° BEND		22.5° BEND		11.25° BEND	
	High Side	Low Side	High Side	Low Side	High Side	Low Side	High Side	Low Side
6	111	43	46	18	22	9	11	4
12	212	81	86	34	42	16	21	8

NOTE:

- ALL BENDS (DEGREE CHANGES) ARE CALCULATED AS VERTICAL. THE FIRST RESTRAINED LENGTH (FEET) IS FOR THE HIGH-SIDE BEND(S) AND THE SECOND RESTRAINED LENGTH (FEET) INDICATES THE LOW-SIDE BEND(S). THESE LENGTHS WERE CALCULATED USING A CONSISTENT 4 FOOT DEPTH OF COVER FOR THE WATERMAIN.

VERTICAL BEND RESTRAINT

2 MECHANICAL JOINT PIPE RESTRAINT TABLES
NTS

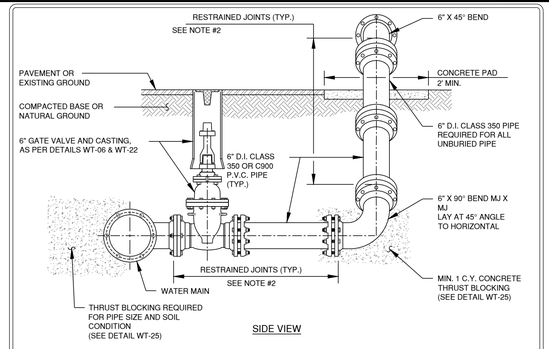


NOTES:

1. H.M.A.C. THICKNESS SHALL MATCH EXISTING ASPHALT THICKNESS AND NOT LESS THAN 2".
2. THE CONTRACTOR SHALL SAW CUT, REMOVE AND REPLACE EXISTING PAVEMENT AND FLEXIBLE BASE A MINIMUM OF 6" BEYOND EITHER THE EDGE OF THE WATERLINE TRENCH OR THE POINT WHERE EXISTING PAVEMENT IS DAMAGED DUE TO TRENCHING OPERATIONS, WHICHEVER IS GREATER. FINISHED PATCH SHALL BE NEAT AND UNIFORM.
3. INSTALLATION OF BACKFILL, SAW CUTTING AND REMOVAL OF EXISTING PAVEMENT AND SURFACE PATCH SHALL NOT BE PAID FOR SEPARATELY. COSTS FOR THESE ITEMS SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERLINE PIPE.
4. THE CONTRACTOR SHALL PROVIDE STEEL PLATES TO SPAN THE TRENCH AS NECESSARY OR TO ALLOW BACKFILL TO CURE. SUCH PLATES SHALL BE SUITABLE FOR VEHICLE PASSAGE OVER THE TRENCH AND SHALL BE SATISFACTORILY ANCHORED IN PLACE. COSTS FOR THIS ITEM SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERLINE PIPE.
5. ALL TRENCHING AND TRENCH SAFETY SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS.

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-07
APPROVED 03-01-18 DATE	WATERLINE BEDDING AND SURFACE REPAIR DETAIL (EXISTING PAVED SURFACE)	ROUND ROCK TEXAS
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		

3 WATERLINE BEDDING AND SURFACE REPAIR DETAIL
(EXISTING PAVED SURFACE)
NTS

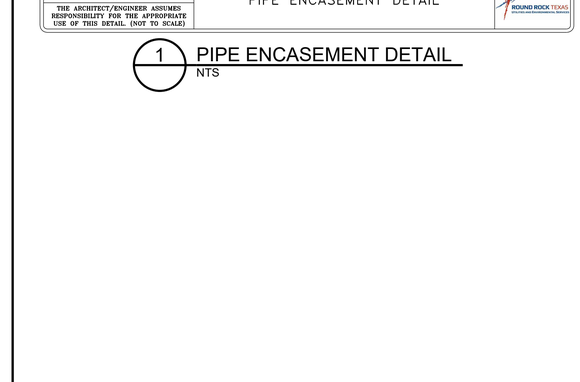


NOTES:

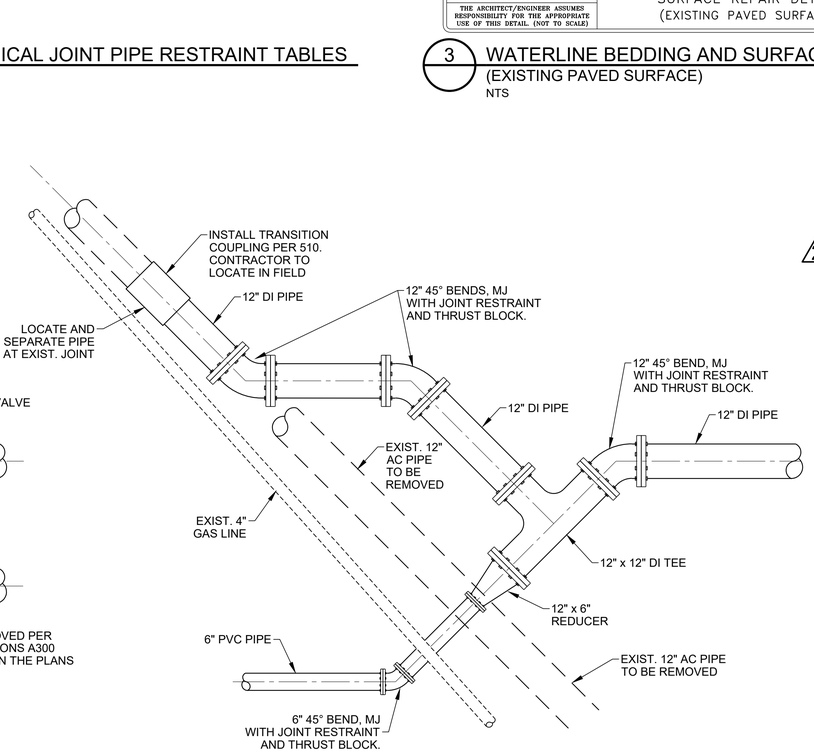
1. WRAP 8 MIL. POLY-FILM WRAP ON ALL BURIED PIPE AND FITTINGS.
2. PROVIDE RESTRAINED JOINTS AND THRUST BLOCKING. FLG X FLG JOINTS ARE ACCEPTABLE FROM 90° BEND TO BLIND FLANGE.
3. EXTERIOR SURFACES OF EXPOSED PIPE SHALL BE PAINTED. POTABLE WATER PIPE SHALL BE PAINTED SAFETY BLUE.

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-29
APPROVED 03-01-18 DATE	DRAIN VALVE DETAIL	ROUND ROCK TEXAS
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		

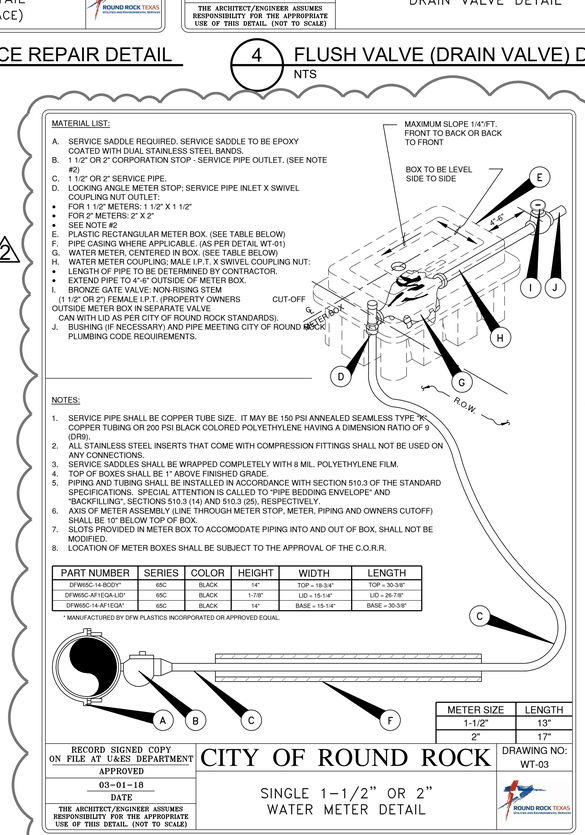
4 FLUSH VALVE (DRAIN VALVE) DETAIL
NTS



5 ASBESTOS CEMENT PIPE OFFSET CONNECTION DETAIL
12" DI PIPE CONNECTION TO EXIST. 12" AC PIPE
NTS



6 WL ALIGNMENT A TIE-IN AT WEST WTP ENTRANCE DETAIL
6" PVC PIPE CONNECTION TO EXIST. 12" DI PIPE
NTS



MATERIAL LIST:

A. SERVICE SADDLE REQUIRED. SERVICE SADDLE TO BE EPOXY COATED WITH DUAL STAINLESS STEEL BANDS.
B. 1 1/2" OR 2" CORPORATION STOP - SERVICE PIPE OUTLET. (SEE NOTE #2)
C. 1 1/2" OR 2" SERVICE PIPE.
D. LOCKING ANGLE METER STOP; SERVICE PIPE INLET X SWIVEL COUPLING NUT OUTLET:
- FOR 1 1/2" METERS: 1 1/2" X 1 1/2"
- FOR 2" METERS: 2" X 2"
- SEE NOTE #2

E. PLASTIC RECTANGULAR METER BOX. (SEE TABLE BELOW)
F. PIPE CASING WHERE APPLICABLE. (AS PER DETAIL WT-01)
G. WATER METER, CENTERED IN BOX. (SEE TABLE BELOW)
H. WATER METER COUPLING; MALE I.P.T. X SWIVEL COUPLING NUT:
- LENGTH OF PIPE TO BE DETERMINED BY CONTRACTOR.
- EXTEND PIPE TO 4"-6" OUTSIDE OF METER BOX.

I. BRONZE GATE VALVE: NON-RISING STEM (1 1/2" OR 2") FEMALE I.P.T. (PROPERTY OWNERS OUTSIDE METER BOX IN SEPARATE VALVE CAN WITH LID AS PER CITY OF ROUND ROCK STANDARDS).
J. BUSHING (IF NECESSARY) AND PIPE MEETING CITY OF ROUND ROCK PLUMBING CODE REQUIREMENTS.

NOTES:

1. SERVICE PIPE SHALL BE COPPER TUBE SIZE. IT MAY BE 150 PSI ANNEALED SEAMLESS TYPE 'K' COPPER TUBING OR 200 PSI BLACK COLORED POLYETHYLENE HAVING A DIMENSION RATIO OF 9 (DR9).
2. ALL STAINLESS STEEL INSERTS THAT COME WITH COMPRESSION FITTINGS SHALL NOT BE USED ON ANY CONNECTIONS.
3. SERVICE SADDLES SHALL BE WRAPPED COMPLETELY WITH 8 MIL. POLYETHYLENE FILM.
4. TOP OF BOXES SHALL BE 1" ABOVE FINISHED GRADE.
5. PIPING AND TUBING SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 510.3 OF THE STANDARD SPECIFICATIONS. SPECIAL ATTENTION IS CALLED TO "PIPE BEDDING ENVELOPE" AND "BACKFILLING", SECTIONS 510.3 (14) AND 510.3 (25), RESPECTIVELY.
6. AXIS OF METER ASSEMBLY (LINE THROUGH METER STOP, METER, PIPING AND OWNERS CUTOFF) SHALL BE 10" BELOW TOP OF BOX.
7. SLOTS PROVIDED IN METER BOX TO ACCOMODATE PIPING INTO AND OUT OF BOX, SHALL NOT BE MODIFIED.
8. LOCATION OF METER BOXES SHALL BE SUBJECT TO THE APPROVAL OF THE C.O.R.R.

PART NUMBER	SERIES	COLOR	HEIGHT	WIDTH	LENGTH
DFW65C-14-BODY*	65C	BLACK	14"	TOP = 18-3/4"	TOP = 30-3/8"
DFW65C-AF1EQA-LID*	65C	BLACK	1-7/8"	LID = 15-1/4"	LID = 26-7/8"
DFW65C-14-AF1EQA*	65C	BLACK	14"	BASE = 15-1/4"	BASE = 30-3/8"

* MANUFACTURED BY DFW PLASTICS INCORPORATED OR APPROVED EQUAL

METER SIZE	LENGTH
1-1/2"	13"
2"	17"

RECORD SIGNED COPY ON FILE AT U&ES DEPARTMENT	CITY OF ROUND ROCK	DRAWING NO: WT-03
APPROVED 03-01-18 DATE	SINGLE 1-1/2" OR 2" WATER METER DETAIL	ROUND ROCK TEXAS
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL. (NOT TO SCALE)		

7 SINGLE SERVICE WATER METER DETAIL
NTS

Thomas E Caponi Aug 4 2023 Revision 2

STATE OF TEXAS THOMAS E. CAPONI 54723 LICENSED PROFESSIONAL ENGINEER

Thomas E Caponi Jan. 27, 2023

STATE OF TEXAS THOMAS E. CAPONI 54723 LICENSED PROFESSIONAL ENGINEER

No.	Revisions and Descriptions	By	Date
2	SINGLE SERVICE WATER METER DETAIL ADDED	TEC	8/4/2023

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BRUSHY CREEK MUD
SAM BASS RD UTILITY RELOCATIONS
ROUND ROCK, TEXAS

SITE DETAILS SHEET 3 OF 3

Drawn By: RPS
Checked By: TEC
Scale: SEE PLAN
Date: JANUARY 2023

MRB group
MRB Group, P.C.
8834 N. Capital of Texas Hwy. Suite 220, Austin, TX 78759 Phone: 512-436-8571
303 W. Calhoun Ave. Temple, TX 76501 Phone: 254-771-2054
TBPELS Firm Number F-10615
www.mrbgroup.com

Sheet No. C-403
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Project No. 0226.21003

Meeting Date: 09/10/2024

22IFB138 CR 366 Change Order #4 (ThermoStriping)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 4 in the amount of $67,778.02 for Project 22IFB138 CR 366 (James Construction) P: 296 Funding Source: Road Bond.

Background

This Change Order adds striping items to the Contract that were not included in the original plans. With portions of the project having concrete paving, sealer is required for the striping to adhere to the concrete. This Change Order also adds the required Type I Thermoplastic striping items that are not included in the plans. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in a net increase of $67,778.02 to the Contract amount, for an adjusted Contract total of $17,926,669.41. The original Contract amount was $17,694,262.46. As a result of this and all Change Orders to-date, $232,406.95 has been added to the Contract, resulting in an 1.31% 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

22IFB138 CR366-CO#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:21 PM
Form Started By: Julissa Vasquez		Started On: 09/04/2024 11:05 AM
Final Approval Date: 09/05/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 4

Contract Award Date:	9/28/2022
Project Number:	22IFB138
Funding Source:	P296
Roadway:	CR 366
CSJ Number:	N/A

Contractor: James Construction Group, LLC NTP ☑ Yes ☐ No

Project Name: CR 366 Reconstruction

Change Order Work Limits: Sta. 11+91.00 to Sta. 111+79.00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1B (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1B. Design Error or Omission. Other.: This Change Order adds striping items to the Contract that were not included in the bid tabs or the original plans.

Work to be performed in accordance with Items: **See Attached**

New or revised plan sheet(s) are attached and numbered: **N/A**

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses, additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 8.15.24

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: **$67,778.02**

Original Contract Amount:	**$17,694,262.46**
Total Change Orders To-Date:	**$232,406.95**
Percent Change in Original Contract:	**1.31%**

RECOMMENDED FOR EXECUTION:

8/22/2024
Senior Construction Engineer Date

9/3/2024
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

9/3/2024
Department of Infrastructure Date
Williamson County

APPROVED:

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *4* ***Project #*** *22IFB138*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6226	PAVEMENT SEALER (8")	LF	$0.88	0.00	$0.00	1,730.00	1,730.00	$1,522.40	$1,522.40
666-6228	PAVEMENT SEALER (12")	LF	$1.38	0.00	$0.00	259.00	259.00	$357.42	$357.42
666-6230	PAVEMENT SEALER (24")	LF	$3.63	0.00	$0.00	114.00	114.00	$413.82	$413.82
666-6231	PAVEMENT SEALER (ARROW)	EA	$71.50	0.00	$0.00	9.00	9.00	$643.50	$643.50
666-6232	PAVEMENT SEALER (WORD)	EA	$78.10	0.00	$0.00	6.00	6.00	$468.60	$468.60
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	LF	$0.98	0.00	$0.00	1,412.00	1,412.00	$1,383.76	$1,383.76
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	LF	$0.98	0.00	$0.00	30,443.00	30,443.00	$29,834.14	$29,834.14
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)	LF	$0.98	0.00	$0.00	3,710.00	3,710.00	$3,635.80	$3,635.80
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	LF	$0.98	0.00	$0.00	30,121.00	30,121.00	$29,518.58	$29,518.58
	TOTALS				$0.00			$67,778.02	$67,778.02

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 366
Williamson County Project No. 22IFB138

Change Order No. 4

Reason for Change

This Change Order adds striping items to the Contract that were not included in the original plans. With portions of the project having concrete paving, sealer is required so that the striping will adhere to the concrete.

This Change Order also adds the required Type I Thermoplastic striping items that are not included in the plans.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
666-6226	PAVEMENT SEALER (8”)	1,730	LF
666-6228	PAVEMENT SEALER (12”)	259	LF
666-6230	PAVEMENT SEALER (24”)	114	LF
666-6231	PAVEMENT SEALER (ARROW)	9	EA
666-6232	PAVEMENT SEALER (WORD)	6	EA
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK) (100MIL)	1,412	LF
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	30,443	LF
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK) (100MIL)	3,710	LF
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	30,121	LF

This Change Order results in a net increase of $67,778.02 to the Contract amount, for an adjusted Contract total of $17,926,669.41. The original Contract amount was $17,694,262.46. As a result of this and all Change Orders to-date, $232,406.95 has been added to the Contract, resulting in an 1.31% 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	CR 366		Solicitation #	22IFB138
Date awarded	9/28/2022			
Awarded Contract Amount		$17,694,262.46		
			Percentage Change	
	Change order #1	$11,562.50	0.07%	
	Change order #2	$82,015.80	0.46%	
	Change order #3	$71,050.63	0.40%	
	Change order #4	$67,778.02	0.38%	
	Total changes to date	$232,406.95	1.31%	(Running totals here)
	Adjusted contract amount	$17,926,669.41		

INVOICE

CO#006 - Added Striping

Date: 8/2/2024

Invoice #

Primoris Services Corporation

James Construction Group

Bill To:
HNTB- WILLIAMSON COUNTY

RE:
CR366
ASIF MIRZAZADA
22IFB138

Qty	UM	Description	Unit Price	Total
1,412.00	**LF**	**(666-6300) RE PM W/REQ TY I W 4 BRK 100MIL**	**$0.98**	**$1,383.76**
30,443.00	**LF**	**(666-6303) RE PM W/REQ TY I W 4 SLD 100MIL**	**$0.98**	**$29,834.14**
3,710.00	**LF**	**(666-6312) RE PM W/REQ TY I Y 4 BRK 100MIL**	**$0.98**	**$3,635.80**
30,121.00	**LF**	**(666-6315) RE PM W/REQ TY I Y 4 SLD 100MIL**	**$0.98**	**$29,518.58**
1,730.00	**LF**	**(666-6226) PAVEMENT SEALER (8")**	**$0.88**	**$1,522.40**
259.00	**LF**	**(666-6228) PAVEMENT SEALER (12")**	**$1.38**	**$357.42**
114.00	**LF**	**(666-6230) PAVEMENT SEALER (24")**	**$3.63**	**$413.82**
9.00	**EA**	**(666-6231) PAVEMENT SEALER (ARROW)**	**$71.50**	**$643.50**
6.00	**EA**	**(666-6232) PAVEMENT SEALER (WORD)**	**$78.10**	**$468.60**
		PREPARED BY: GARY COUCH		
			Total	**$67,778.02**

Prices are in line with our current projects as well as TxDOT bid averages.

Commissioners Court - Regular Session **105.**

Meeting Date: 09/10/2024

CR 314 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Jim Logue to purchase 0.2270 acres of ROW and a 0.1071 acre waterline easement required for the construction project on County Road 314. (Parcel 35 and 35E) Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:15 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 09:52 AM
Final Approval Date: 09/05/2024		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JIM LOGUE** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.2270-acre (9,888 square foot) tract of land, out of and situated in the G. Schneider Survey, Abstract No. 580, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A," attached hereto and incorporated herein **(Parcel 35)**; and
>
> Water Line Easement interest only in and to that certain 0.1071-acre (4,666 square foot) tract of land, out of and situated in the G. Schneider Survey, Abstract No. 580, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B," attached hereto and incorporated herein **(Parcel 35E);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibit "A" shall be the sum of FORTY-FIVE THOUSAND FIVE HUNDRED THIRTY and 00/100 Dollars ($45,530.00).

2.01.1. The Purchase Price for the Water Line Easement portion of the Property described in Exhibit "B" shall be the sum of EIGHT THOUSAND EIGHT HUNDRED SIXTY-FIVE and 40/100 Dollars ($8,865.40).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A," and deliver a duly executed and acknowledged Water Line Easement, conveying such interest to Sonterra Municipal Utility District to the portions of the Property described in Exhibit "B," all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Easement shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price for each portion of the Property, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

Jim Logue

Jim Logue

Address: 2691 CR 314
Jarrell, TX 76537

Date: 8-30-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.2270 ACRE (9,888 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 10.02 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JIM LOGUE IN DOCUMENT NO. 2005055188, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.2270 ACRE (9,888 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (Grid Coordinates determined as: N=10,265,973.91, E=3,160,800.29), being an exterior ell corner on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the southwesterly corner of said 10.02 acre tract for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel;

1) **THENCE, N 22°54'01" W**, with said existing northerly ROW line, same line being the westerly boundary line of said 10.02 acre tract, a distance of **30.00 feet** to a 1/2 inch iron rod with plastic cap stamped "RPLS-2475" found, being 68.00 feet left of Engineer's baseline station 158+90.19, on the proposed northerly ROW line of C.R. 314 (variable ROW width), being an interior ell corner of said existing northerly ROW line, same point being the southeasterly corner of Lot 1, HILLTOP ESTATES SECTION I, a subdivision of record in Document No. 2005041067, said Official Public Records, for the beginning of a non-tangent curve to the right, and the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the southwesterly corner of Lot 4, said HILLTOP ESTATES SECTION I bears S 68°09'51" W, a distance of 749.11 feet;

THENCE departing said existing northerly ROW line, with said proposed northerly ROW line, through the interior of said 10.02 acre tract, the following two (2) courses:

2) with said curve to the right, having a radius of **9,478.00 feet**, a delta angle of **01°21'47"**, an arc length of **225.50 feet**, and a chord which bears **N 68°49'33" E**, a distance of **225.49 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 161+14.07, for a point of tangency;

3) **N 69°30'27" E** a distance of **85.63 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set being 68.00 feet left of Engineer's baseline station 161+99.71, in the westerly boundary line of that called 20.06 acre tract of land described in General Warranty Deed to Samuel S. Robinson and Stephanie Nicole Robinson in Document No. 2015101967, said Official Public Records, said line being the easterly boundary line of said 10.02 acre tract, for the northeasterly corner of the herein described parcel, from which a cotton gin spindle found, being the northwesterly corner of said 20.06 acre tract and the northeasterly corner of said 10.02 acre tract, bears N 21°46'31" W, a distance of 1,375.42 feet;

5) **THENCE, S 21°46'31" E** departing said proposed northerly ROW line, with the common boundary line of said 20.06 acre tract and said 10.02 acre tract, a distance of **32.27 feet** to a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-EASEMENT" found on said existing northerly ROW line, being the southwesterly corner of said 20.06 acre tract and the

southeasterly corner of said 10.02 acre tract, for the southeasterly corner of the herein described parcel;

6) **THENCE, S 69°26'00" W**, with said existing northerly ROW line, same line being the southerly boundary line of said 10.02 acre tract, a distance of **310.57 feet** to the **POINT OF BEGINNING**, containing an area of 0.2270 acres (9,888 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (Now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-35.doc

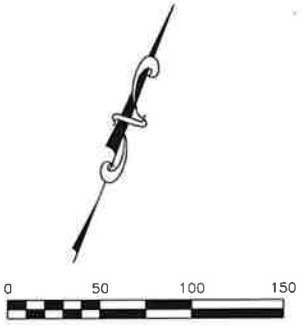
EXHIBIT A

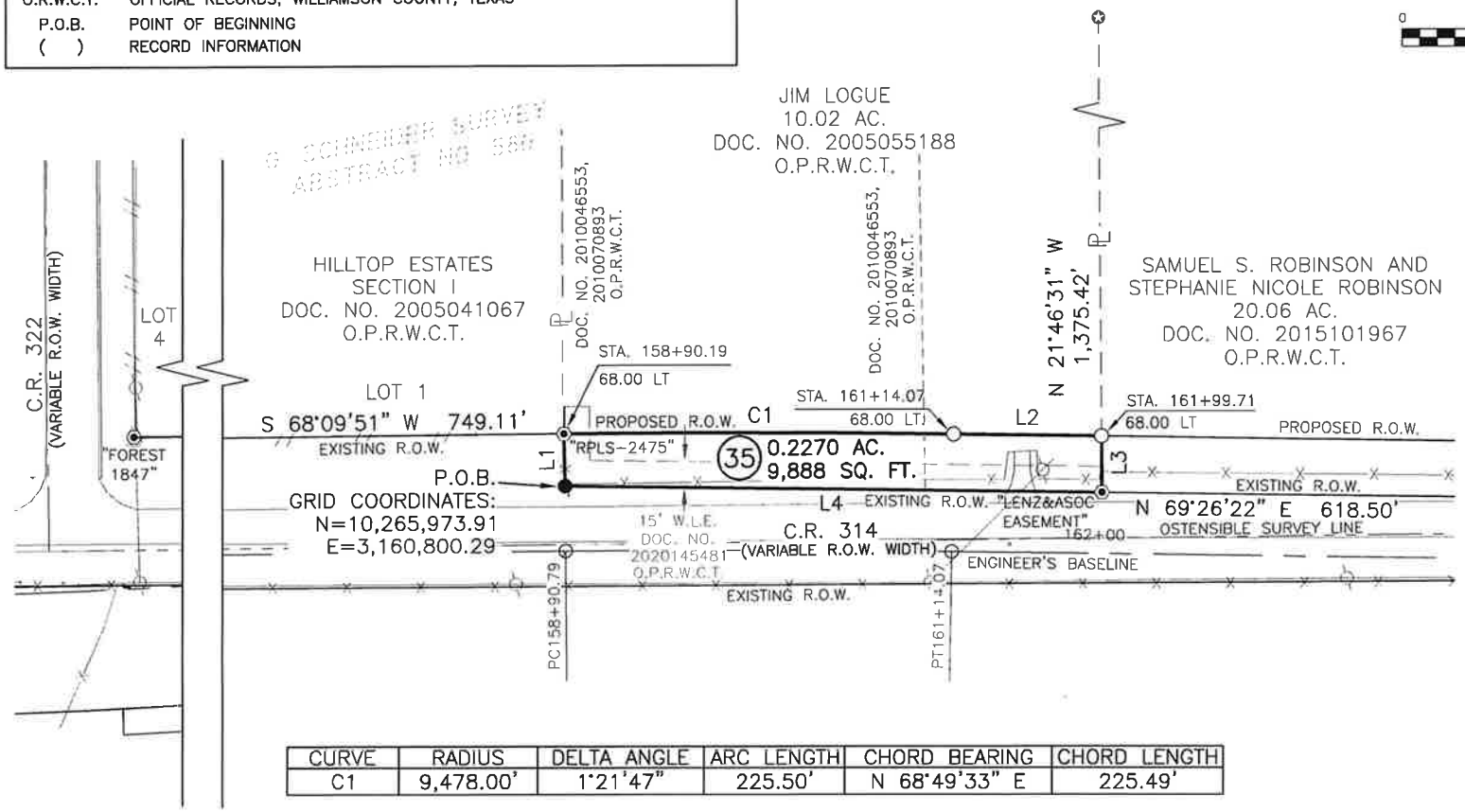
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
✪	COTTON GIN SPINDLE FOUND
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

NO.	BEARING	DISTANCE
L1	N 22°54'01" W	30.00'
L2	N 69°30'27" E	85.63'
L3	S 21°46'31" E	32.27'
L4	S 69°26'00" W	310.57'





CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	9,478.00'	1°21'47"	225.50'	N 68°49'33" E	225.49'

PROJECT NO.: SLAN-001

07/24/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JIM LOGUE

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 35
0.2270 AC.
9,888 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 35-LOGUE\PARCEL 35 LOGUE.DWG

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

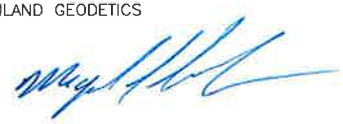
4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402659, EFFECTIVE 03/26/2024, ISSUED 04/09/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED MAY 13, 2007, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2008045574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10c. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN PETITION RECORDED UNDER DOCUMENT NO. 2010048653, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDER RECORDED UNDER DOCUMENT NO. 2010048656 AND CORRECTION RECORDED UNDER DOCUMENT NO. 2010070893, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10e. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN WATER EASEMENT AGREEMENT DATED OCTOBER 17, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT AND RECORDED UNDER DOCUMENT NO. 2020145481, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10f. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10g. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10h. (NOT A SURVEY MATTER)

10i. (NOT A SURVEY MATTER)

10j. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10k. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/24/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JIM LOGUE

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 35
0.2270 AC.
9,888 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 35-LOGUE\PARCEL 35 LOGUE.DWG

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1071 ACRE (4,666 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 10.02 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO JIM LOGUE IN DOCUMENT NO. 2005055188, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.1071 ACRE (4,666 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found with plastic cap stamped "RPLS-2475" found (Grid Coordinates determined as: N=10,266,001.55, E=3,160,788.61), being 68.00 feet left of Engineer's baseline station 158+90.19, on the proposed northerly right-of-way (ROW) line of County Road 314 (C.R. 314) (variable ROW width) at an interior ell corner on the existing northerly ROW line of C.R. 314 (variable ROW width) being the southeasterly corner of Lot 1, HILLTOP ESTATES SECTION I, a subdivision of record in Document No. 2005041067, said Official Public Records, same point being on the westerly boundary line of said 10.02 acre tract, for the **POINT OF BEGINNING** and southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the southwesterly corner of Lot 4, said HILLTOP ESTATES SECTION I bears S 68°09'51" W, a distance of 749.11 feet;

1) **THENCE, N 21°45'37" W** departing said proposed and existing northerly ROW lines with the common boundary line of said Lot 1 and said 10.02 acre tract, a distance of **15.00 feet** to a calculated point for the northwesterly corner of the herein described parcel, and the beginning of a non-tangent curve to the right;

THENCE through the interior of said 10.02 acre tract, the following two (2) courses:

2) with said curve to the right, having a radius of **9,493.00 feet**, a delta angle of **01°21'47"**, an arc length of **225.83 feet**, and a chord which bears **N 68°49'33" E**, a distance of **225.82 feet** to a calculated point, for a point of tangency;

3) **N 69°30'27" E** a distance of **85.30 feet** to a calculated point in the westerly boundary line of that called 20.06 acre tract of land described in General Warranty Deed to Samuel S. Robinson and Stephanie Nicole Robinson in Document No. 2015101967, said Official Public Records, said line being the easterly boundary line of said 10.02 acre tract, for the northeasterly corner of the herein described parcel, from which a cotton gin spindle found, being the northwesterly corner of said 20.06 acre tract and the northeasterly corner of said 10.02 acre tract, bears N 21°46'31" W, a distance of 1,360.41 feet;

4) **THENCE, S 21°46'31" E**, with the common boundary line of said 20.06 acre tract and said 10.02 acre tract, a distance of **15.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 161+99.71, on said proposed northerly ROW line;

THENCE with said proposed northerly ROW line, through the interior of said 10.02 acre tract, the following two (2) courses:

5) **S 69°30'27" W**, a distance of **85.63 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 161+14.07, for the beginning of a tangent curve to the left;

6) with said curve to the left having a radius of **9,478.00 feet**, a delta angle of **01°21'47"**, an arc length of **225.50 feet**, and a chord which bears **S 68°49'33" W**, a distance of **225.49 feet**, to the **POINT OF BEGINNING**, having an area of 0.1071 acres (4,666 square feet), of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

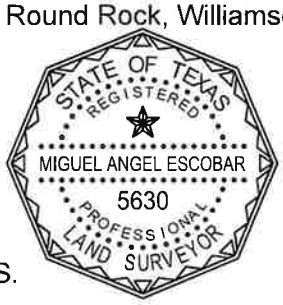
The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject property shown hereon is an easement, no monuments were set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933. (Now retired)

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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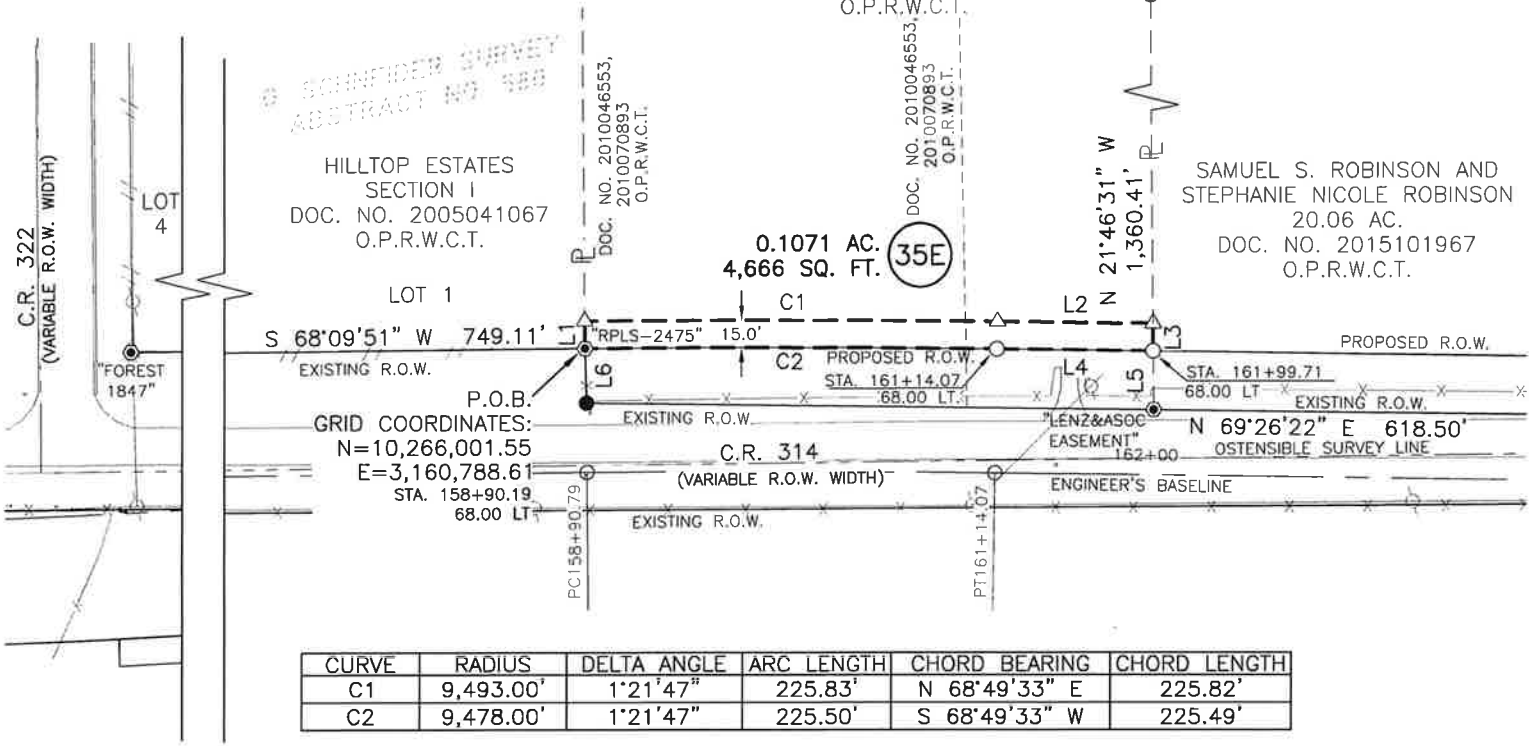
EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
✪	COTTON GIN SPINDLE FOUND
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

NO.	BEARING	DISTANCE
L1	N 21°45'37" W	15.00'
L2	N 69°30'27" E	85.30'
L3	S 21°46'31" E	15.00'
L4	S 69°30'27" W	85.63'
L5	S 21°46'31" E	32.27'
L6	N 22°54'01" W	30.00'



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	9,493.00'	1°21'47"	225.83'	N 68°49'33" E	225.82'
C2	9,478.00'	1°21'47"	225.50'	S 68°49'33" W	225.49'

PROJECT NO.: SLAN-001

07/24/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JIM LOGUE

PARCEL 35E
0.1071 AC.
4,666 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 35-LOGUE\PARCEL 35E LOGUE.DWG

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402659, EFFECTIVE 03/26/2024, ISSUED 04/09/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED MAY 13, 2007, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED UNDER DOCUMENT NO. 2008045574, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10c. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN PETITION RECORDED UNDER DOCUMENT NO. 2010048653, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDER RECORDED UNDER DOCUMENT NO. 2010048656 AND CORRECTION RECORDED UNDER DOCUMENT NO. 2010070893, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10e. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN WATER EASEMENT AGREEMENT DATED OCTOBER 17, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT AND RECORDED UNDER DOCUMENT NO. 2020145481, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10f. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10g. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10h. (NOT A SURVEY MATTER)

10i. (NOT A SURVEY MATTER)

10j. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10k. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/24/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

JIM LOGUE

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 35E
0.1071 AC.
4,666 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 35-LOGUE\PARCEL 35E LOGUE.DWG

EXHIBIT "C"

Parcel 35

DEED
County Road 314 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JIM LOGUE**, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.2270-acre (9,888 square foot) tract of land, out of and situated in the G. Schneider Survey, Abstract No. 580, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 35**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
JIM LOGUE

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Jim Logue in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

EXHIBIT "D"

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER LINE EASEMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

EFFECTIVE DATE: _____, 2024

GRANTOR: **JIM LOGUE**

GRANTOR'S MAILING ADDRESS: 2691 CR 314, Jarrell, Texas 76537

GRANTEE: **SONTERRA MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Travis County, Texas 78701

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

LIENHOLDER(S): Stock Loan Services, LLC and Bank of America NA

LIENHOLDER'S
MAILING ADDRESS (including County):

EASEMENT TRACT:

The 0.1071 acre tract or parcel of land located in Williamson County, Texas, more fully described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "*Easement Tract*").

Grantor, for the consideration paid to Grantor, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed water lines and related facilities, appurtenances, structures or improvements as may be necessary or useful for

the provision of water utility services (collectively, the "*Facilities*") in, upon, under and across the Easement Tract; making connections to the Facilities; maintaining the Easement Tract by clearing and removing vegetation and debris; and for access related to such purposes (the "*Water Easement*").

The Water Easement will be non-exclusive; however, (a) no permanent structure may be constructed on the surface of the Easement Tract; (b) Grantor may not use the Easement Tract in any manner or grant any other easement or conflicting rights on, over, across, or under the Easement Tract that interferes or is inconsistent with or prevents the use of the Water Easement by Grantee as contemplated herein; and (c) Grantee will have no obligation to restore or replace any landscaping or other improvements installed or placed on, over, or under the Easement Tract that are removed, damaged, or destroyed as a result of Grantee's use of the Water Easement as contemplated herein.

TO HAVE AND TO HOLD the Water Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Water Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

GRANTOR:

_____

JIM LOGUE

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by JIM LOGUE.

_____

Notary Public Signature

(SEAL)

AFTER RECORDING PLEASE RETURN TO:

Carter Dean
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

CONSENT AND SUBORDINATION OF LIENHOLDER

Stock Loan Services LLC ("*Lender*"), is the present legal and equitable owner and holder of certain indebtedness of Jim Logue ("*Borrower*"), secured by, among other things, the liens granted in a Deed of Trust dated July 15, 2005, from Borrower to Mark Rierson, Trustee, recorded under Document No. 2005055189, and transferred to Lender in Document No. 2007094597, Official Public Records of Williamson County, Texas (the "*Lien*").

Lender hereby joins in this Water Line Easement (the "*Easement*") for the sole purpose of consenting to the Easement and subordinating the Lien and all other liens it may have securing such indebtedness to the Easement. The undersigned has the authority to execute this Consent and Subordination of Lienholder on behalf of Lender and represents, in that regard, that all corporate action has been taken by Lender to make this a binding Consent and Subordination of Lienholder.

LENDER:

Stock Loan Services LLC

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed before me on this ____ day of _____, 2024, by _____,the _____ of _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

{}

CONSENT AND SUBORDINATION OF LIENHOLDER

Bank of America NA ("*Lender*"), is the present legal and equitable owner and holder of certain indebtedness of Jim Logue ("*Borrower*"), secured by, among other things, the liens granted in a Deed of Trust dated March 24, 2015, from Borrower to Recontrust Company Inc., Trustee, recorded under Document No. 2015024851, and corrected in Document No. 2015041827, Official Public Records of Williamson County, Texas (the "*Lien*").

Lender hereby joins in this Water Line Easement (the "*Easement*") for the sole purpose of consenting to the Easement and subordinating the Lien and all other liens it may have securing such indebtedness to the Easement. The undersigned has the authority to execute this Consent and Subordination of Lienholder on behalf of Lender and represents, in that regard, that all corporate action has been taken by Lender to make this a binding Consent and Subordination of Lienholder.

LENDER:

Bank of America NA

By:_____

Name:_____

Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was executed before me on this ____ day of _____, 2024, by _____,the _____ of _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public Signature

(seal)

{}

Commissioners Court - Regular Session **106.**

Meeting Date: 09/10/2024

CR 314 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Gordon L. Stanford and Donna Walsh Stanford to purchase 2.296 and 0.0700 acres of ROW, 0.5160 Acres for an electric utility easement and 0.0802 acres for a waterline easement required for the construction project on County Road 314. (Parcels 39; 41; 39EE; 41E) Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:32 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 09:54 AM
Final Approval Date: 09/05/2024		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GORDON L. STANFORD and DONNA WALSH STANFORD** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 2.296 acre (100,019 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 39**); and

All of that certain 0.0700 acre (3,050 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 41**); and

Electric Utility Easement interest only in and to that certain 0.5160-acre (22,475 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "C," attached hereto and incorporated herein (**Parcel 39EE);** and

Water Line Easement interest only in and to that certain 0.0802-acre (3,495 square foot) tract of land, out of and situated in the G. Schneider Survey, Abstract No. 580, and the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D," attached hereto and incorporated herein (**Parcel 41E);** and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibits "A-B" shall be the sum of TWO HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY and 00/100 Dollars ($279,270.00).

2.01.1. The Purchase Price for the Electric Utility Easement portion of the Property described in Exhibit "C" shall be the sum of FORTY-TWO THOUSAND ONE HUNDRED FORTY and 00/100 Dollars ($42,140.00).

2.01.1. The Purchase Price for the Water Line Easement portion of the Property described in Exhibit "D" shall be the sum of FOUR THOUSAND THREE HUNDRED SEVENTY and 00/100 Dollars ($4,370.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A-B," deliver a duly executed Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "C", and deliver a duly executed and acknowledged Water Line Easement, conveying such interest to Sonterra Municipal Utility District to the portions of the Property described in Exhibit "D," and, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "E" attached hereto and incorporated herein. The Electric Utility Easement shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein. The Water Line Easement shall be in the form as shown in Exhibit "G" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price for each portion of the Property, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser`s Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

Gordon L. Stanford

Address: 3660 CR 314
JARRELL, TX 76537

Date: 9-3-2024

Donna Walsh Stanford

Date: 9-3-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.296 ACRE (100,019 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 74.2 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO GORDON L. STANFORD & DONNA WALSH STANFORD IN DOCUMENT NO. 9845403, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 2.296 ACRES (100,019 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found (Grid Coordinates determined as N=10,266,475.65, E=3,162,323.84) on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the northeasterly corner of that called 244.98 acre tract of land described in General Warranty Deed to CR 315, LP in Document No. 2021197904, Official Public Records, Williamson County, Texas, said point being the northwesterly corner of said 74.2 acre tract, for the **POINT OF BEGINNING** and northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod found with plastic cap stamped "RPLS-4641" found being an angle point in said existing southerly ROW line, same line being the northerly boundary line of said 244.98 acre tract, bears S 70°39'33" W, a distance of 915.01 feet;

1) **THENCE, N 69°24'15" E**, with said existing southerly ROW line and said northerly boundary line of the 74.2 acre tract, a distance of **1,497.11 feet** to a calculated point being the northwesterly corner of that called 13.581 acre tract of land described in Assumption Deed to Gordon L. Stanford in Volume 2307, Page 524, Official Records, Williamson County, Texas, same point being the northeasterly corner of said 74.2 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found being an angle point in said existing southerly ROW line, same line being the northerly boundary line of said 13.581 acre tract, said point being the most northerly northeast corner of said 13.581 acre tract bears N 69°24'15" E, a distance of 1,094.69 feet;

2) **THENCE, S 21°20'33" E,** departing said existing southerly ROW line, with the common boundary line of said 13.581 acre tract and said 74.2 acre tract, a distance of **73.49 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 189+98.23, on the proposed southerly ROW line of C.R. 314 (variable ROW width) for the beginning of a non-tangent curve to the left, and the southeasterly corner of the herein described parcel;

THENCE, with said proposed southerly ROW, through the interior of said 74.2 acre tract, the following four (4) courses:

3) with said curve to the left having a radius of **1,252.00 feet**, a delta angle of **05°29'16"**, an arc length of **119.92 feet**, and a chord which bears **S 72°03'06" W**, a distance of **119.87 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 188+71.80, for a point of tangency;

4) **S 69°18'28" W,** a distance of **925.16 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 179+46.64, for the beginning of a tangent curve to the right;

5) with said curve to the right having a radius of **3,928.00 feet**, a delta angle of **03°28'56"**, an arc length of **238.73 feet**, and a chord which bears **S 71°02'56" W**, a distance of **238.69 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 177+12.04, for a point of tangency;

6) **S 72°47'24" W,** a distance of **214.31 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 174+97.74, in the common boundary line of said 244.98 acre tract and said 74.2 acre tract, for the southwest corner of the herein described parcel;

7) **THENCE, N 21°19'55" W,** departing said proposed southerly ROW line, with said common boundary line of the 244.98 acre tract and the 74.2 acre tract, a distance of **50.00 feet** to the **POINT OF BEGINNING**, containing 2.296 acres (100,019 sq. ft.) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

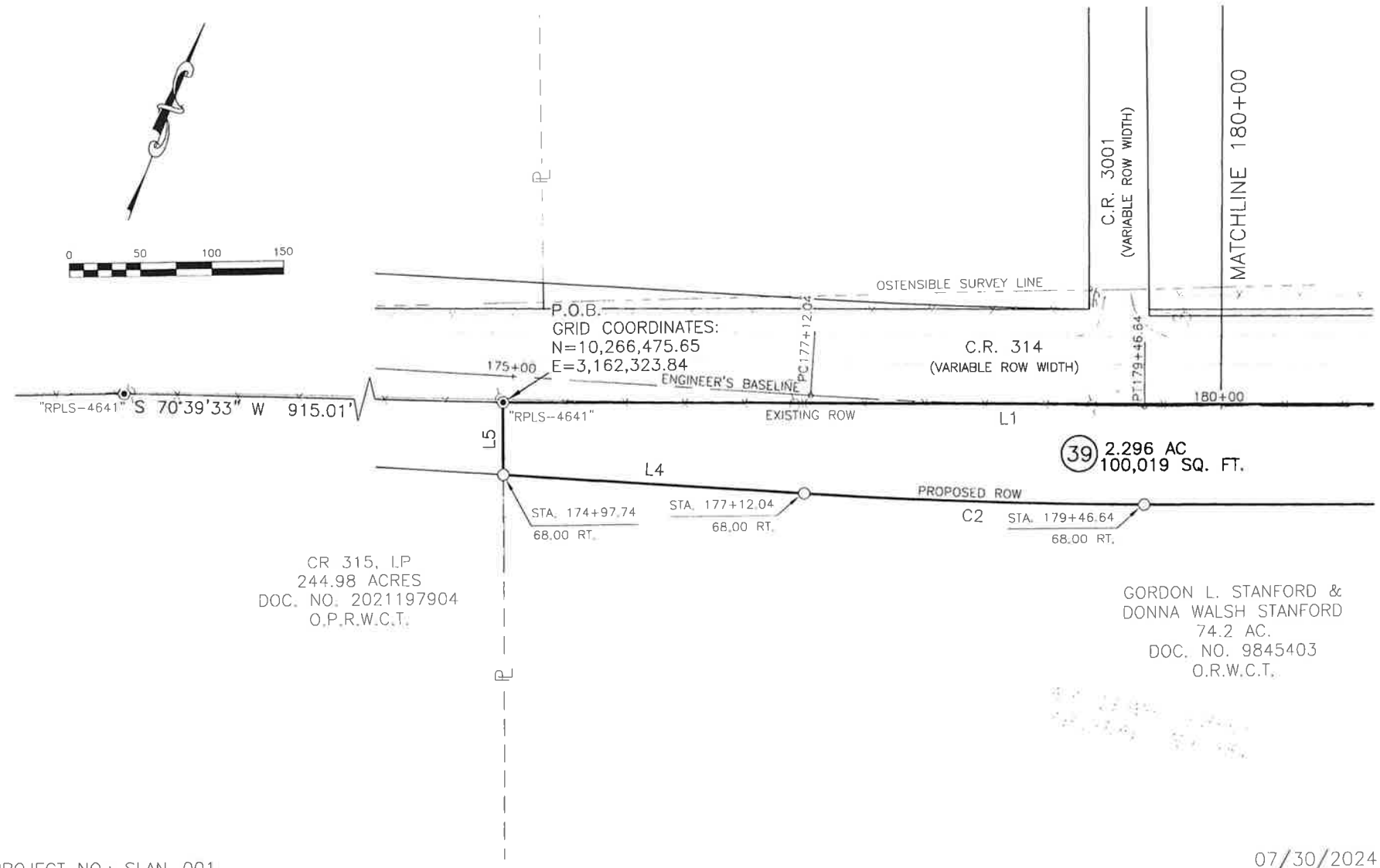
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

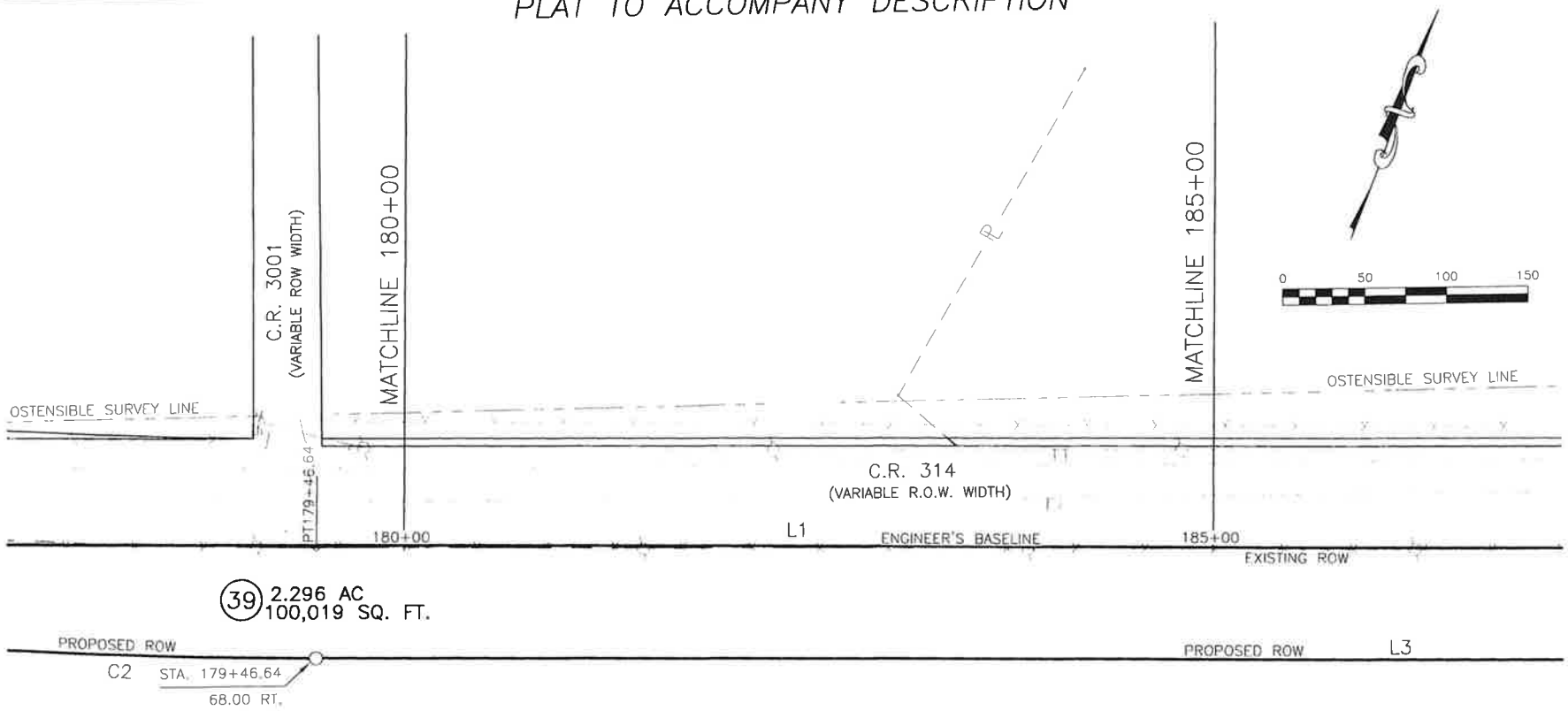
PARCEL 39
2.296 AC
100,019 SQ. FT.

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	C.R. 314	PAGE 3 OF 6

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39 STANFORD.DWG

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



GORDON L. STANFORD &
DONNA WALSH STANFORD
74.2 AC.
DOC. NO. 9845403
O.R.W.C.T.

PROJECT NO.: SLAN-001

07/30/2024

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PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
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SCALE
1" = 100'

WILLIAMSON COUNTY

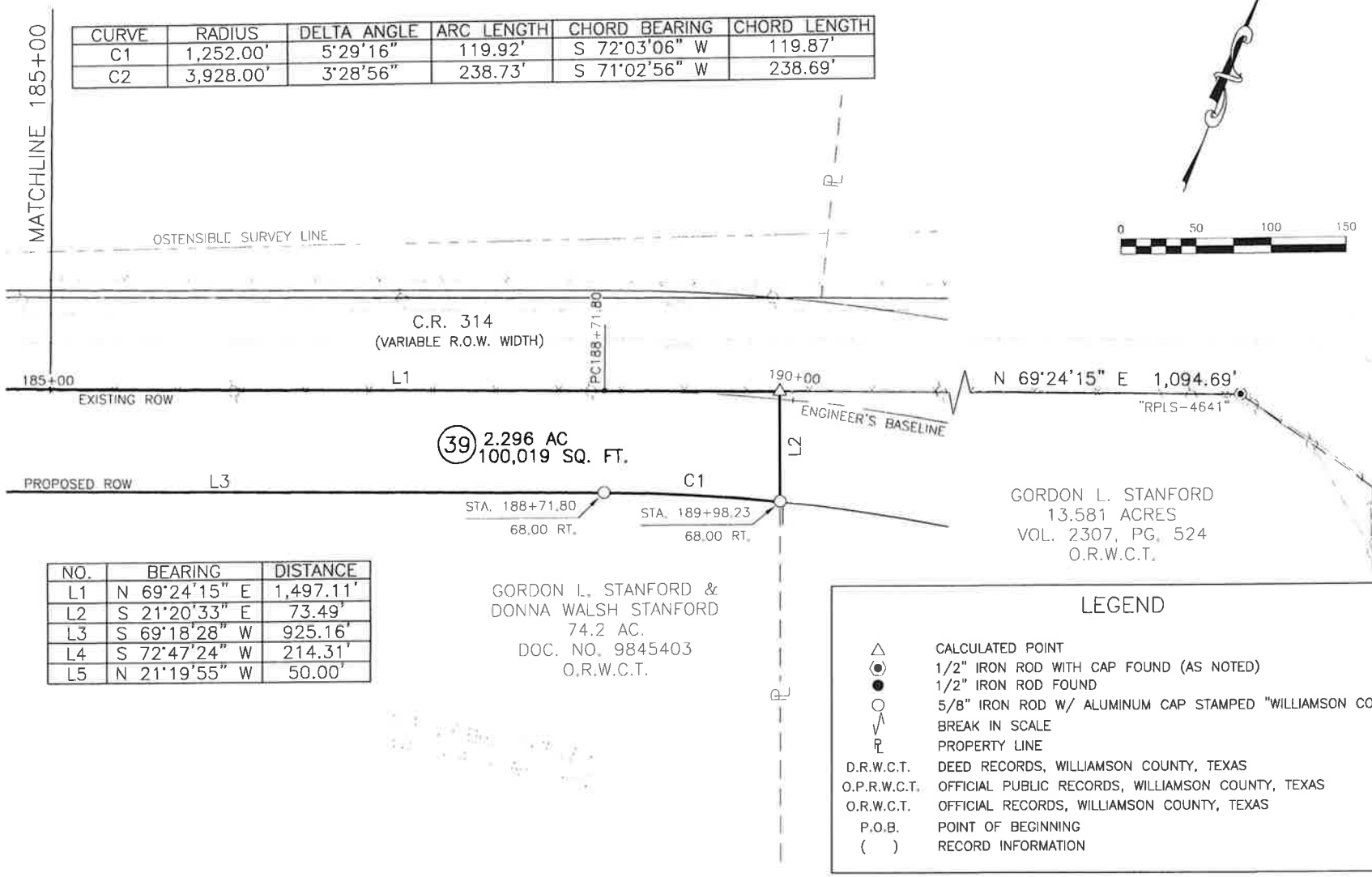
PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39 STANFORD.DWG

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,252.00'	5°29'16"	119.92'	S 72°03'06" W	119.87'
C2	3,928.00'	3°28'56"	238.73'	S 71°02'56" W	238.69'



NO.	BEARING	DISTANCE
L1	N 69°24'15" E	1,497.11'
L2	S 21°20'33" E	73.49'
L3	S 69°18'28" W	925.16'
L4	S 72°47'24" W	214.31'
L5	N 21°19'55" W	50.00'

LEGEND

△	CALCULATED POINT
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√	BREAK IN SCALE
℄	PROPERTY LINE
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

PARCEL 39
2.296 AC
100,019 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39 STANFORD.DWG

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402769, EFFECTIVE 05/06/2024, ISSUED 05/16/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. (NOT A SURVEY MATTER)

10d. (NOT A SURVEY MATTER)

10e. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE, RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10f. WASTEWATER EASEMENT DATED OCTOBER 22, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10g. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10i. (NOT A SURVEY MATTER)

10j. (NOT A SURVEY MATTER)

10k. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10l. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 39
2.296 AC
100,019 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39 STANFORD.DWG

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0700 ACRE (3,050 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 13.581 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO GORDON L. STANFORD AND DONNA WALSH STANFORD IN DOCUMENT NO. 1998056521, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0700 ACRE (3,050 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found being an angle point in the westerly boundary line of said 13.581 acre tract, same point being in the easterly boundary line of the westerly remainder of that called 92.5 acre tract of land described in Assumption Deed to Gordon L. Stanford recorded in Volume 2307, Page 524, Official Records, Williamson County, Texas;

THENCE, S 70°44'23" E with the common boundary line of said remainder of the 92.5 acre tract and said 13.581 acre tract, a distance of 39.84 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as: N=10,266,834.72, E=3,163,088.47), being 68.00 feet left of Engineer's baseline station 183+35.90, on the proposed northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width), for the **POINT OF BEGINNING** and the northwesterly corner of the herein described parcel;

THENCE, with said proposed northerly ROW line of C.R. 314, through the interior of said 13.581 acre tract, the following two (2) courses:

1) **N 69°18'28" E,** a distance of **535.90 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 188+71.80, for the beginning of a tangent curve to the right;

2) with said curve to the right having a radius of **1,388.00 feet**, a delta angle of **04°55'25"**, an arc length of **119.28 feet**, and a chord which bears **N 71°46'11" E**, a distance of **119.24 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 189+85.23, on the existing northerly ROW line of C.R. 314 (variable ROW width), for the most easterly corner of the herein described parcel, from which a 1/2 inch iron rod found being the southeast corner of that called 5.00 acre tract of land described in Special Warranty Deed to Gordon Stanford in Volume 2191, Page 796, said Official Records, bears N 69°19'52" E, a distance of 495.02 feet;

3) **THENCE, S 69°19'52" W,** departing said proposed northerly ROW line, with said existing northerly ROW line, same line being the southerly boundary line of said 13.581 acre tract, a distance of **649.23 feet** to a calculated point, being the southwesterly corner of said 13.581 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-ESMT" found, bears S 69°19'52" W, a distance of 392.06 feet;

4) **THENCE, N 70°44'23" W,** with said common boundary line of the remainder of the 92.5 acre tract and the 13.581 acre tract, a distance of 7.57 feet to the **POINT OF BEGINNING**, and containing 0.0700 acre (3,050 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL 41 STANFORD.doc

EXHIBIT B

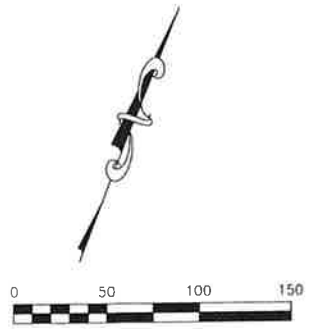
PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,388.00'	4°55'25"	119.28'	N 71°46'11" E	119.24'

NO.	BEARING	DISTANCE
L1	N 69°18'28" E	535.90'
L2	S 69°19'52" W	649.23'
L3	N 70°44'23" W	7.57'
L4	S 70°44'23" E	39.84'

LEGEND

◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
	BREAK IN SCALE
℄	PROPERTY LINE
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
W.L.E.	WATER LINE EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION



GORDON L. STANFORD
92.5 AC.
VOL. 2307, PG. 524
O.R.W.C.T.

GORDON L. STANFORD &
DONNA WALSH STANFORD
13.581 AC.
DOC. NO. 1998056521
O.R.W.C.T.

GORDON STANFORD
5.00 AC.
VOL. 2191, PG. 796
O.R.W.C.T.

P.O.C.
GRID COORDINATES:
N=10,266,847.86
E=3,163,050.87

P.O.B.
GRID COORDINATES:
N=10,266,834.72
E=3,163,088.47
STA. 183+35.90
68.00 LT.

41 0.0700 AC.
3,050 SQ. FT.

OSTENSIBLE SURVEY LINE

STA. 188+71.80
68.00 LT.

STA. 189+85.23
68.00 LT.

"LENZ&ASOC-ESMT"

L4 L3 L1 L2 C1

PROPOSED ROW

EXISTING ROW

S 69°19'52" W
392.06'

C.R. 314
(VARIABLE ROW WIDTH)

N 69°19'52" E
495.02'

185+00 EXISTING ROW

ENGINEER'S BASELINE

190+00

PC188+71.80

PROPOSED ROW

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF
GORDON L. STANFORD
& DONNA WALSH STANFORD

PARCEL 41
0.0700 AC.
3,050 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 41 STANFORD\PARCEL 41.DWG

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402767, EFFECTIVE 05/06/2024, ISSUED 05/14/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10c. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST ANY RIGHT, TITLE, INTEREST OR CLAIM (VALID OR INVALID) OF ANY CHARACTER HAD OR ASSERTED BY THE STATE OF TEXAS OR BY ANY OTHER GOVERNMENT OR GOVERNMENTAL AUTHORITY OR BY THE PUBLIC GENERALLY IN OR TO ANY PORTIONS OF THE HEREIN DESCRIBED PROPERTY THAT MAY BE WITHIN THE BED OF ANT STREAM OR WATERWAY OR ANY EASEMENT ALONG OR ABUTTING THE SAME; OR ANY FILLED IN PORTION THEREOF, ARTIFICIAL ISLAND THEREIN, RIPARIAN OR LITTORAL RIGHTS PERTAINING THERETO, AND ANY AREAS AFFECTED BY CHANGES THEREOF DUE TO EROSION, EVULSION OR ACCRETION.

10d. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.

10e. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10g. (NOT A SURVEY MATTER)

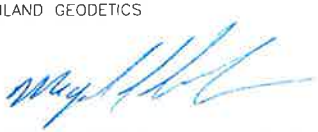
10h. (NOT A SURVEY MATTER)

10i. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10j. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD
& DONNA WALSH STANFORD

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 41
0.0700 AC.
3,050 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 41 STANFORD\PARCEL 41.DWG

EXHIBIT C
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.5160 ACRE (22,475 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 74.2 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO GORDON L. STANFORD & DONNA WALSH STANFORD IN DOCUMENT NO. 9845403, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.5160 ACRES (22,475 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found (Grid Coordinates determined as N=10,266,475.65, E=3,162,323.84) on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the northeasterly corner of that called 244.98 acre tract of land described in General Warranty Deed to CR 315, LP in Document No. 2021197904, Official Public Records, Williamson County, Texas, said point being the northwesterly corner of said 74.2 acre tract;

THENCE, S 21°19'55" E with the common boundary line of said 244.98 acre tract and said 74.2 acre tract, a distance of 49.99 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,266,429.08, E=3,162,342.02), being 68.00 feet right of Engineer's baseline station 174+97.74, on the proposed southerly ROW line of C.R. 314 (variable ROW width) for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, with said proposed ROW line, through the interior of said 74.2 acres, the following four (4) courses:

1) **N 72°47'24" E,** a distance of **214.31 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 177+12.04, for the beginning of a tangent curve to the left;

2) with said curve to the left, having a radius of **3,928.00 feet**, a delta angle of **03°28'56"**, an arc length of **238.72 feet**, and a chord which bears **N 71°02'56" E** a distance of **238.69 feet**, to a calculated point, being 68.00 feet right of Engineer's baseline station 179+46.64, for a point of tangency;

3) **N 69°18'28" E,** a distance of **925.16 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 188+71.80, for the beginning of a tangent curve to the right;

4) with said curve to the right having a radius of **1,252.00 feet**, a delta angle of **05°29'16"**, an arc length of **119.92 feet**, and a chord which bears **N 72°03'06" E**, a distance of **119.87 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 189+98.23, being in the westerly boundary line of that called 92.5 acre tract of land described in Assumption Deed to Gordon L. Stanford in Volume 2307, Page 524, Official Records, Williamson County, Texas, same point being in the easterly line of said 74.2 acre tract, for the northeasterly corner of the herein described parcel;

5) **THENCE, S 21°20'33" E,** with the common boundary line of said 92.5 acre tract and said 74.2 acre tract, a distance of **15.09 feet** to a calculated point, for the beginning of a non-tangent curve to the left, and the southeasterly corner of the herein described parcel;

THENCE through the interior of said 74.2 acre tract, the following four (4) courses:

6) with said curve to the left having a radius of **1,237.00 feet**, a delta angle of **05°33'45"**, an arc length of **120.09 feet**, and a chord which bears **S 72°05'21" W**, a distance of **120.05 feet** to a calculated point, for a point of tangency;

7) **S 69°18'28" W,** a distance of **925.16 feet** to a calculated point for the beginning of a tangent curve to the right;

8) with said curve to the right having a radius of **3,943.00 feet**, a delta angle of **03°28'56"**, an arc length of **239.64 feet**, and a chord which bears **S 71°02'56" W**, a distance of **239.60 feet** to a calculated point, for a point of tangency;

9) **S 72°47'24" W,** a distance of **213.23 feet** to a calculated point in said common boundary line of the 244.98 acre tract and the 74.2 acre tract, for the southwesterly corner of the herein described parcel;

10) **THENCE, N 21°19'55" W,** with said common boundary line of the 244.98 acre tract and the 74.2 acre tract a distance of **15.04 feet** to the **POINT OF BEGINNING**, containing 0.5160 acres (22,475 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

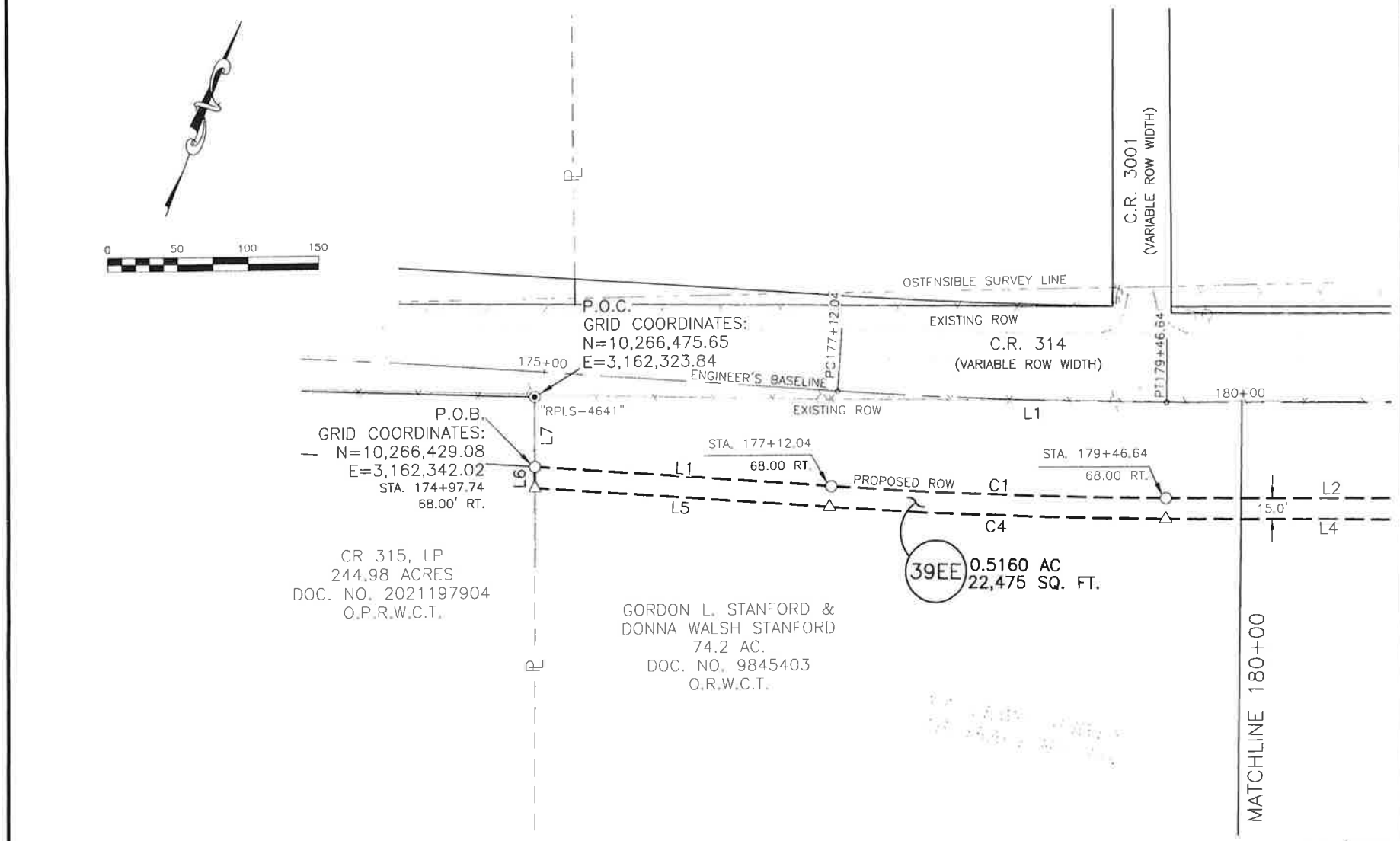
Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL 39EE STANFORD.doc

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

GORDON L. STANFORD & DONNA WALSH STANFORD

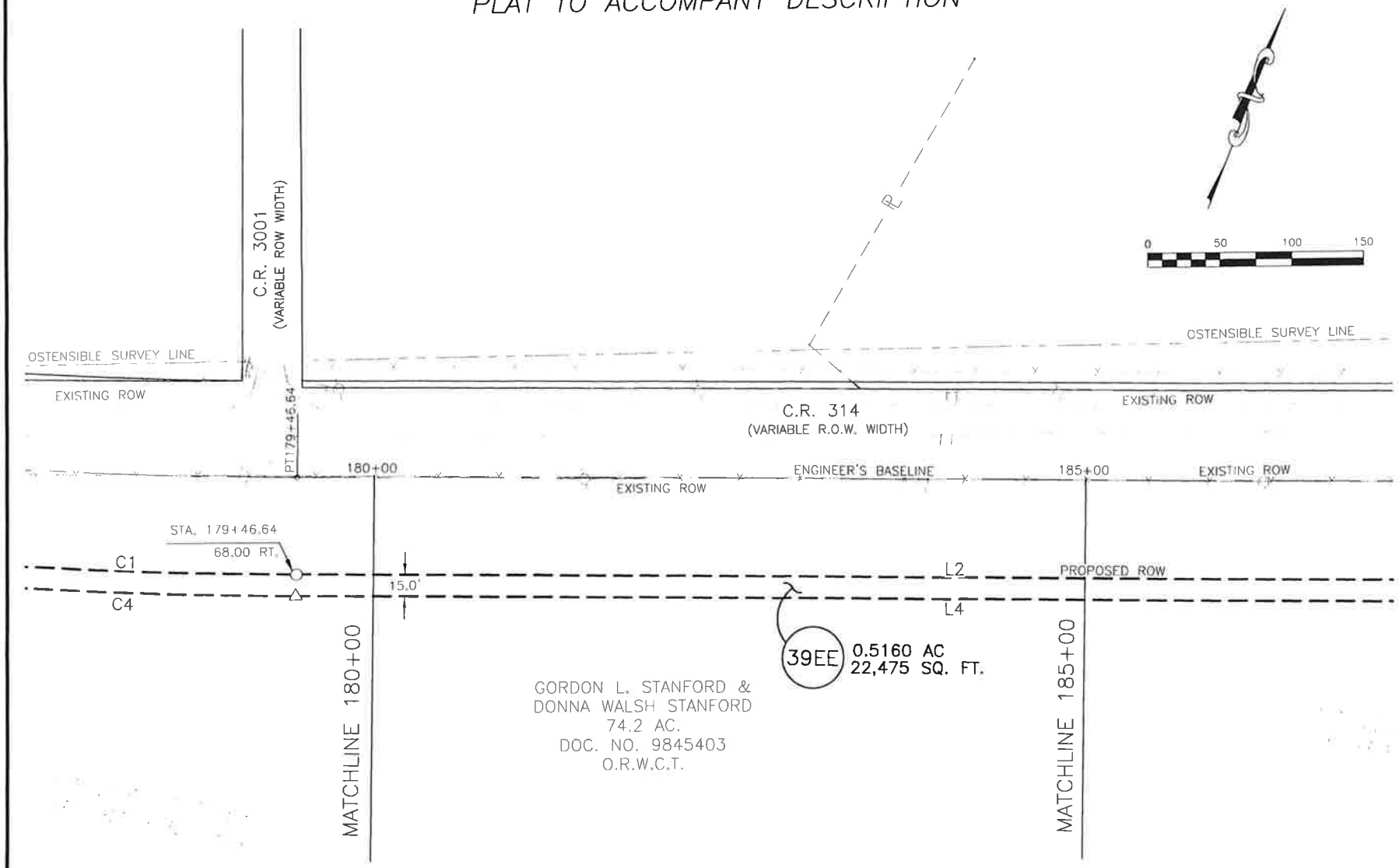
PARCEL 39EE
0.5160 AC
22,475 SQ. FT.

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	C.R. 314	PAGE 3 OF 6

S:\SEILER-LANKES\CR 314\4 - DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39ELEC ESMT STANFORD.DWG

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN--001

07/30/2024

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PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

PARCEL 39EE
0.5160 AC
22,475 SQ. FT.

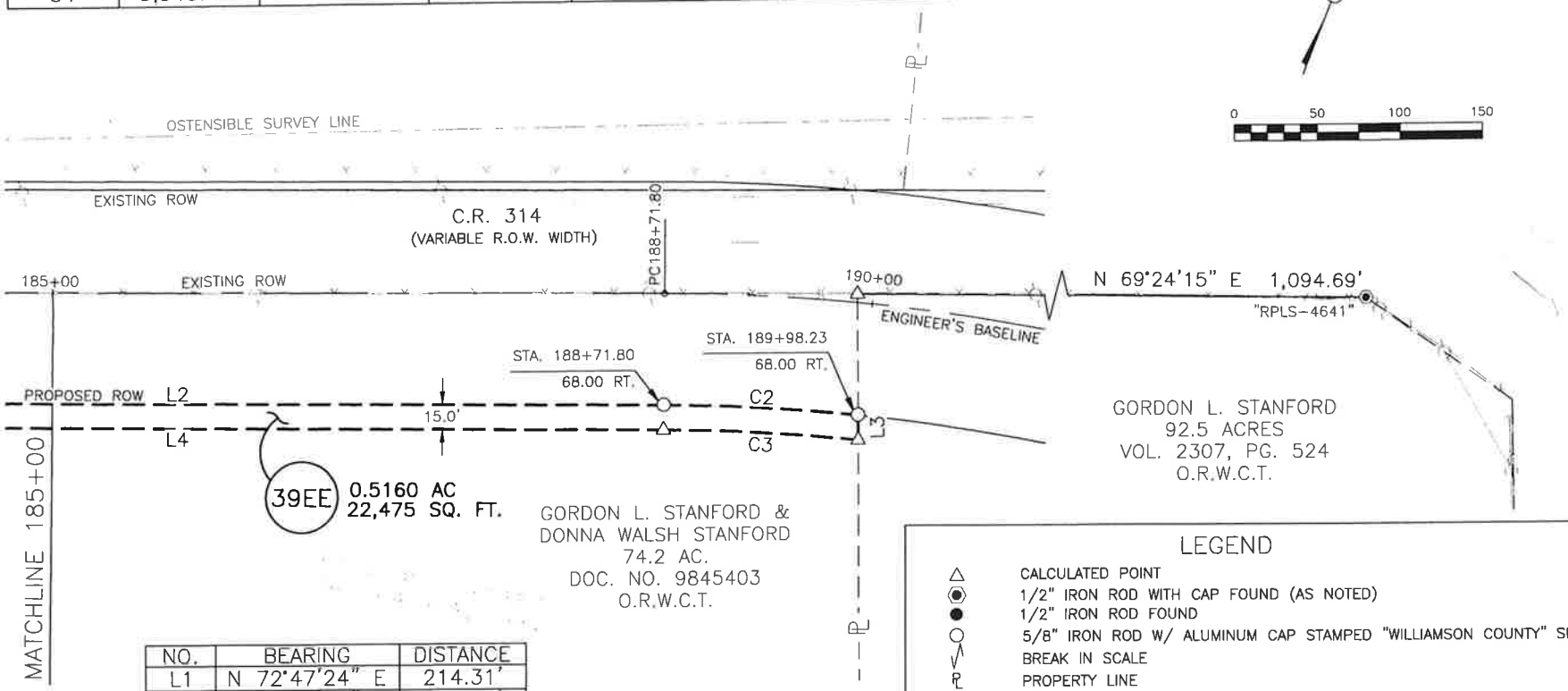
SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4 DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39ELEC ESMT STANFORD.DWG

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,928.00'	3°28'56"	238.72'	N 71°02'56" E	238.69'
C2	1,252.00'	5°29'16"	119.92'	N 72°03'06" E	119.87'
C3	1,237.00'	5°33'45"	120.09'	S 72°05'21" W	120.05'
C4	3,943.00'	3°28'56"	239.64'	S 71°02'56" W	239.60'



NO.	BEARING	DISTANCE
L1	N 72°47'24" E	214.31'
L2	N 69°18'28" E	925.16'
L3	S 21°20'33" E	15.09'
L4	S 69°18'28" W	925.16'
L5	S 72°47'24" W	213.23'
L6	N 21°19'55" W	15.04'
L7	S 21°19'55" E	49.99'

LEGEND

△	CALCULATED POINT
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⩘	BREAK IN SCALE
℄	PROPERTY LINE
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCMENT
( )	RECORD INFORMATION

PROJECT NO.: SLAN-001

07/30/2024

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PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

PARCEL 39EE
0.5160 AC
22,475 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39ELEC ESMT STANFORD.DWG

EXHIBIT C

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

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5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT. MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402769, EFFECTIVE 05/06/2024, ISSUED 05/16/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. (NOT A SURVEY MATTER)

10d. (NOT A SURVEY MATTER)

10e. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE, RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10f. WASTEWATER EASEMENT DATED OCTOBER 22, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020142239, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10g. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10i. (NOT A SURVEY MATTER)

10j. (NOT A SURVEY MATTER)

10k. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10l. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 39EE
0.5160 AC
22,475 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 39 STANFORD\PARCEL 39ELEC ESMT STANFORD.DWG

EXHIBIT D
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0802 ACRE (3,495 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 13.581 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO GORDON L. STANFORD AND DONNA WALSH STANFORD IN DOCUMENT NO. 1998056521, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0802 ACRE (3,495 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found (Grid Coordinates determined as: N=10,266,847.86, E=3,163,050.87) being an angle point in the easterly boundary line of the westerly remainder of that called 92.5 acre tract of land described in Assumption Deed to Gordon L. Stanford recorded in Volume 2307, Page 524, Official Records, Williamson County, Texas, same line being the westerly boundary line of said 13.581 acre tract;

THENCE, S 70°44'23" E with the common boundary line of said remainder of the 92.5 acre tract and the 13.581 acre tract, a distance of 16.25 feet to a calculated point (Grid Coordinates determined as: N=10,266,842.50, E=3,163,066.20), for the **POINT OF BEGINNING** and the northwesterly corner of the herein described parcel;

1) **THENCE, N 69°19'52" E,** over and across said 13.581 acre tract, a distance of **702.58 feet** to a calculated point in the westerly boundary line of that called 5.00 acre tract of land described in Warranty Deed to Gordon Stanford in Volume 2191, Page 796, Official Records of Williamson County, Texas, same line being the easterly boundary line of said 13.581 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears N 15°12'18" W, a distance of 447.35 feet;

2) **THENCE, S 15°12'18" E,** with the common boundary line of said 5.00 acre tract and said 13.581 acre tract, a distance of **5.02 feet** to a calculated point for the southeasterly corner of the herein described parcel;

3) **THENCE, S 69°19'52" W,** over and across said 13.581 acre tract, a distance of **696.13 feet** to a calculated point in said common boundary line of the remainder of the 92.5 acre tract and the 13.581 acre tract;

4) **THENCE, N 70°44'23" W,** a distance of **7.79 feet** to the **POINT OF BEGINNING**, having an area of 0.0802 acres, (3,495 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL 41E STANFORD.doc

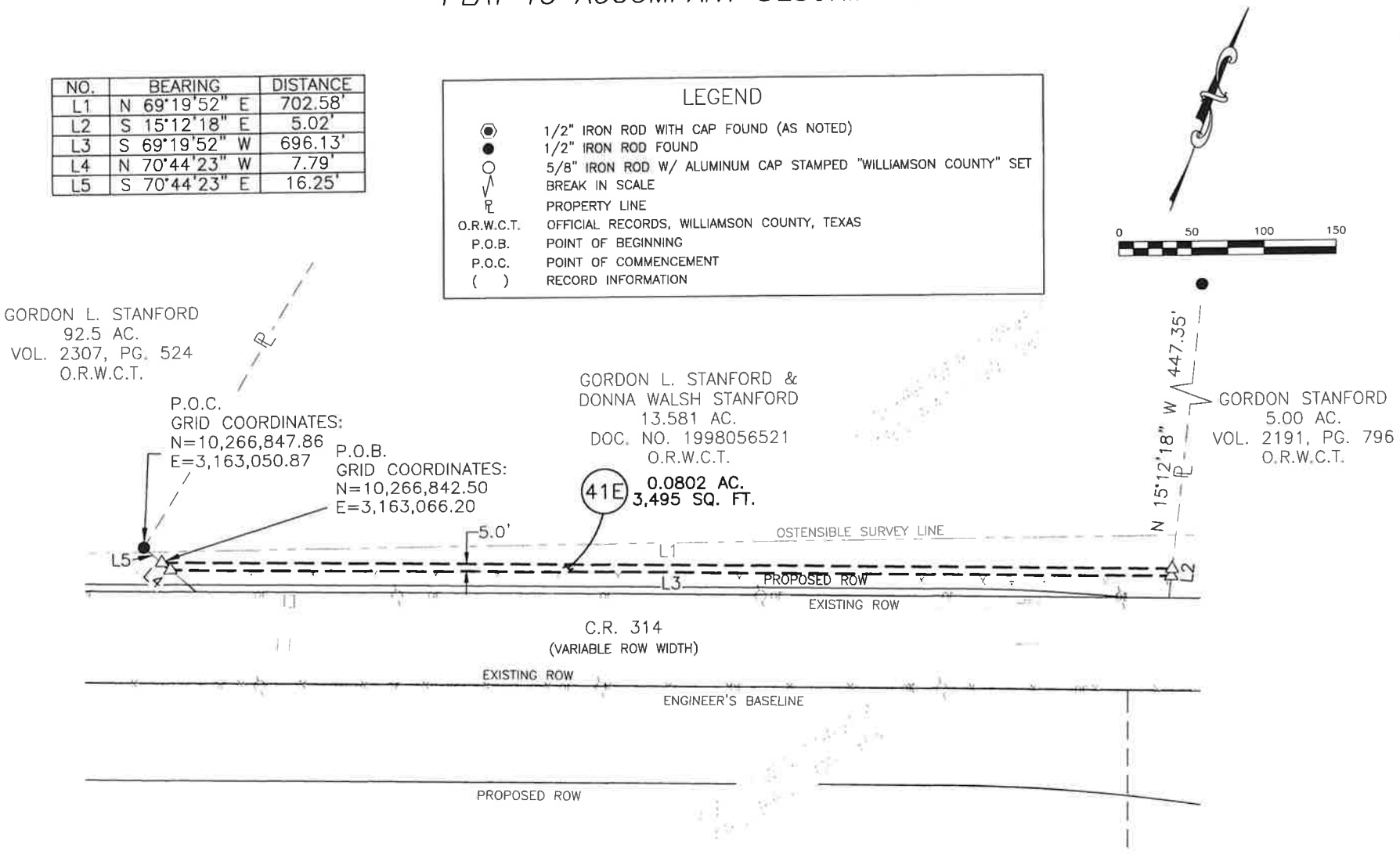
EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION

NO.	BEARING	DISTANCE
L1	N 69°19'52" E	702.58'
L2	S 15°12'18" E	5.02'
L3	S 69°19'52" W	696.13'
L4	N 70°44'23" W	7.79'
L5	S 70°44'23" E	16.25'

LEGEND

◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
	BREAK IN SCALE
℄	PROPERTY LINE
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION



PROJECT NO.: SLAN-001

07/29/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD
& DONNA WALSH STANFORD

PARCEL 41E
0.0802 AC.
3,495 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 41 STANFORD\PARCEL 41E.DWG

EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402767, EFFECTIVE 05/06/2024, ISSUED 05/14/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10c. THE COMPANY SHALL HAVE NO LIABILITY FOR, NOR RESPONSIBILITY TO DEFEND, ANY PART OF THE PROPERTY DESCRIBED HEREIN AGAINST ANY RIGHT, TITLE, INTEREST OR CLAIM (VALID OR INVALID) OF ANY CHARACTER HAD OR ASSERTED BY THE STATE OF TEXAS OR BY ANY OTHER GOVERNMENT OR GOVERNMENTAL AUTHORITY OR BY THE PUBLIC GENERALLY IN OR TO ANY PORTIONS OF THE HEREIN DESCRIBED PROPERTY THAT MAY BE WITHIN THE BED OF ANT STREAM OR WATERWAY OR ANY EASEMENT ALONG OR ABUTTING THE SAME; OR ANY FILLED IN PORTION THEREOF, ARTIFICIAL ISLAND THEREIN, RIPARIAN OR LITTORAL RIGHTS PERTAINING THERETO, AND ANY AREAS AFFECTED BY CHANGES THEREOF DUE TO EROSION, EVULSION OR ACCRETION.

10d. ANY PORTION OF THE ABOVE DESCRIBED TRACT THAT MAY LIE WITHIN THE 100 YEAR FLOOD PLAIN IS SUBJECT TO REGULATIONS GOVERNING THE USE AND DEVELOPMENT OF SUCH PROPERTY AS MAY BE PROMULGATED BY ANY GOVERNMENTAL ENTITY, FEDERAL, STATE, OR CITY GOVERNMENTS AS MAY EXIST IN WILLIAMSON COUNTY, TEXAS.

10e. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10g. (NOT A SURVEY MATTER)

10h. (NOT A SURVEY MATTER)

10i. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10j. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/29/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD & DONNA WALSH STANFORD

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 41E
0.0802 AC.
3,495 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 41 STANFORD\PARCEL 41E.DWG

EXHIBIT "E"

Parcel 439/41

DEED
County Road 314 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **GORDON L. STANFORD and DONNA WALSH STANFORD**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 2.296 acre (100,019 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 39**); and
>
> All of that certain 0.0700 acre (3,050 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 41**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
GORDON L. STANFORD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Gordon L. Stanford in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
DONNA WALSH STANFORD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Donna Walsh Stanford 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:

CR 314--Parcel 39EE

EXHIBIT "F"

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That GORDON L. STANFORD and DONNA WALSH STANFORD, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:
None

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

Gordon L. Stanford

Donna Walsh Stanford

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on _____, 2024, by Gordon L. Standford, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on _____, 2024, by Donna Walsh Stanford, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE RESERVED SPACE BELOW FOR RECORDING AT COUNTY

EXHIBIT "G"

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER LINE EASEMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

EFFECTIVE DATE: _____, 2024

GRANTOR: **GORDON L. STANFORD and DONNA WALSH STANFORD**

GRANTOR'S MAILING ADDRESS: 3660 CR 314, Jarrell, Texas 76537

GRANTEE: **SONTERRA MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Travis County, Texas 78701

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

LIENHOLDER(S): NONE

LIENHOLDER'S
MAILING ADDRESS (including County):

EASEMENT TRACT:

The 0.0802 acre tract or parcel of land located in Williamson County, Texas, more fully described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "*Easement Tract*"). (Parcel 41E)

Grantor, for the consideration paid to Grantor, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed water lines and related facilities, appurtenances, structures or improvements as may be necessary or useful for

the provision of water utility services (collectively, the "*Facilities*") in, upon, under and across the Easement Tract; making connections to the Facilities; maintaining the Easement Tract by clearing and removing vegetation and debris; and for access related to such purposes (the "*Water Easement*").

The Water Easement will be non-exclusive; however, (a) no permanent structure may be constructed on the surface of the Easement Tract; (b) Grantor may not use the Easement Tract in any manner or grant any other easement or conflicting rights on, over, across, or under the Easement Tract that interferes or is inconsistent with or prevents the use of the Water Easement by Grantee as contemplated herein; and (c) Grantee will have no obligation to restore or replace any landscaping or other improvements installed or placed on, over, or under the Easement Tract that are removed, damaged, or destroyed as a result of Grantee's use of the Water Easement as contemplated herein.

TO HAVE AND TO HOLD the Water Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Water Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

GRANTOR:

_____

Gordon L. Stanford

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Gordon L. Stanford.

_____

Notary Public Signature

(SEAL)

GRANTOR:

_____

Donna Walsh Stanford

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Donna Walsh Stanford.

_____

Notary Public Signature

(SEAL)

AFTER RECORDING PLEASE RETURN TO:

Carter Dean
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

Meeting Date: 09/10/2024

CR 314 Real Estate Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on a real estate contract with Gordon L. Stanford to acquire 3 tracts of land totaling 7.0147 acres as right of way, 0.0426 acres for a waterline easement and 0.5551 acres for an electric utility easement required for the construction project on County Road 314. (Parcels 40; 42; 42R; 40E; 42EE) Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:17 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:00 AM
Final Approval Date: 09/05/2024		

REAL ESTATE CONTRACT
CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **GORDON L. STANFORD** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.0427 acre (1,860 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**); and

All of that certain 5.932 acres (258,402 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 42**); and

All of those two certain tracts of land identified as +-0.31 Ac. Northwest Remainder and +-0.73 Ac. Southeast Remainder on the exhibit titled "Aerial of the Remainder" and attached hereto as Exhibit "C" (**Parcel 42R**). Prior to Closing Purchaser shall cause a metes and bounds survey to be completed at its sole cost for the portion of the Property described in this paragraph, which shall be attached to the conveyance Deed for recording ; and

Water Line Easement interest only in and to that certain 0.0426-acre (1,857 square foot) tract of land, out of and situated in the G. Schneider Survey, Abstract No. 580, and the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D," attached hereto and incorporated herein (**Parcel 40E);** and

Electric Utility Easement interest only in and to that certain 0.5551-acre (24,182 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "E," attached hereto and incorporated herein (**Parcel 42EE);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such

real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple portion of the Property described in Exhibits "A-C" shall be the sum of FIVE HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED NINETEEN and 00/100 Dollars ($531,719.00).

2.01.1. The Purchase Price for the Water Line Easement portion of the Property described in Exhibit "D" shall be the sum of THREE THOUSAND FOUR HUNDRED EIGHTY and 00/100 Dollars ($3,480.00).

2.01.1. The Purchase Price for the Electric Easement portion of the Property described in Exhibit "E" shall be the sum of TWENTY-SEVEN THOUSAND TWO HUNDRED and 00/100 Dollars ($27,200.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of the Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to the Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 15, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibits "A-C," deliver a duly executed and acknowledged Water Line Easement, conveying such interest to Sonterra Municipal Utility District to the portions of the Property described in Exhibit "D," and deliver a duly executed Electric Utility Easement conveying such interest to Bartlett Electric Cooperative, Inc. to the portions of the Property described in Exhibit "E", all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "F" attached hereto and incorporated herein. The Water Line Easement shall be in the form as shown in Exhibit "G" attached hereto and incorporated herein. The Electric Utility Easement shall be in the form as shown in Exhibit "H" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price for each portion of the Property, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by the Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 15, 2024 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed CR 314 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature pages follow]

SELLER:

Gordon L. Stanford

Gordon L. Stanford

Address: 3660 CR 314
JARRELL, TX 76537

Date: 9-3-2024

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0427 ACRE (1,860 SQ. FT.) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 92.5 ACRE TRACT OF LAND DESCRIBED IN ASSUMPTION DEED TO GORDON L. STANFORD IN VOLUME 2307, PAGE 524, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0427 ACRE (1,860 SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,266,834.72, E=3,163,088.47), being 68.00 feet left of Engineer's baseline station 183+35.90, on the proposed northerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being in the westerly boundary line of that called 13.581 acre tract of land described in Warranty Deed with Vendor's Lien to Gordon L. Stanford and Donna Walsh Stanford in Document No. 1998056521, said Official Records, same line being the easterly boundary line of the westerly remainder of said 92.5 acre tract, for the **POINT OF BEGINNING** and northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found being an angle point in the common boundary line of said 13.581 acre tract and the 92.5 acre tract, bears N 70°44'23" W, a distance of 39.84 feet;

1) **THENCE**, **S 70°44'23" E,** departing said proposed northerly ROW line, with the common boundary line of said 13.581 acre tract and said remainder of the 92.5 acre tract, a distance of **7.57 feet** to a calculated point on the existing ROW line of C.R. 314 (variable ROW width) being the southwesterly corner of said 13.581 acre tract, for the southeasterly corner of the herein described parcel;

2) **THENCE**, **S 69°19'52" W**, with said existing northerly ROW line, a distance of **392.06 feet** to a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-ESMT" found, being the intersection of said existing northerly ROW line and the easterly ROW line of C.R. 3001 (variable ROW width), same point being in the westerly boundary line of said remainder of the 92.5 acre tract, for the southwesterly corner of the herein described parcel;

3) **THENCE**, **N 21°26'38" W,** departing said existing northerly ROW line, with said easterly ROW line of C.R. 3001, and said westerly boundary line of the remainder of the 92.5 acre tract, a distance of **4.70 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 179+49.60, on said proposed northerly ROW line, for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found being the northwesterly corner of said 92.5 acre tract, bears N 21°26'41" W, a distance of 1,808.26 feet;

4) **THENCE**, **N 69°18'28" E,** departing said easterly ROW line, over and across said 92.5 acre tract, a distance of **386.32 feet** to the **POINT OF BEGINNING,** and containing an area of 0.0427 acres (1,860 square feet) of land, more or less;

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

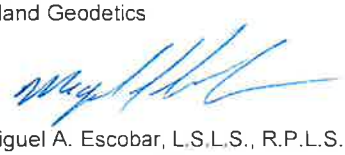
This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

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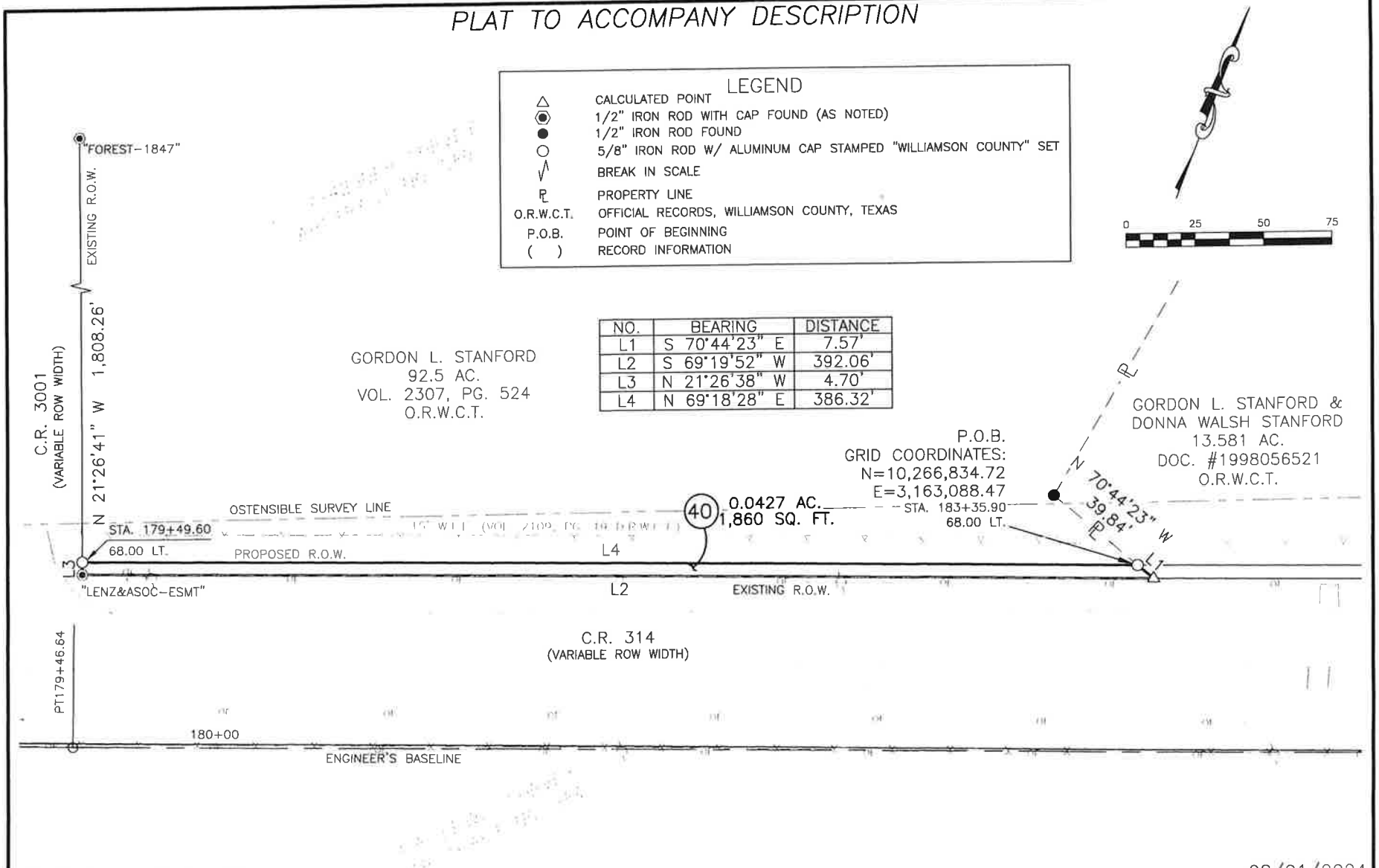
EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

08/01/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

SCALE		PROJECT
1" = 50'	WILLIAMSON COUNTY	C.R. 314

PARCEL 40
0.0427 AC.
1,860 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 40 STANFORD\PARCEL 40 STANFORD.DWG

EXHIBIT A

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402800, EFFECTIVE 05/20/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10d. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10e. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10g. (NOT A SURVEY MATTER)

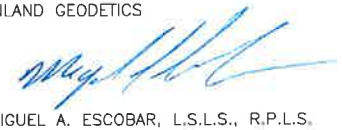
10h. (NOT A SURVEY MATTER)

10i. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10j. RIGHTS OF PARTIES IN POSSESSION.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

08/01/2024

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PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 40
0.0427 AC.
1,860 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 40 STANFORD\PARCEL 40 STANFORD.DWG

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 5.932 ACRES (258,402 SQUARE FEET) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 92.5 ACRE TRACT OF LAND DESCRIBED IN ASSUMPTION DEED TO GORDON L. STANFORD IN VOLUME 2307, PAGE 527, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.932 ACRES (258,402 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the northwesterly corner of that called 74.2 acre tract of land described in Warranty Deed to Gordon L. Stanford and Donna Walsh Stanford in Document No. 9845403, said Official Records, same point being the northeasterly corner of that called 244.98 acre tract of land described in General Warranty Deed to CR 315, LP in Document No. 2021197904, Official Public Records of Williamson County, Texas;

THENCE, N 69°24'15" E, with said existing southerly ROW line, same line being the northerly boundary line of said 74.2 acre tract, a distance of 1,497.11 feet to a calculated point (Grid Coordinates determined as N=10,267,002.22, E=3,163,725.05) being the northeasterly corner of said 74.2 acre tract, same point being an interior ell corner of said 92.5 acre tract, for the **POINT OF BEGINNING** and northwesterly corner of the herein described parcel;

1) **THENCE, N 69°24'15" E,** with said existing southerly ROW line and said northerly boundary line of the 92.5 acre tract, a distance of **312.60 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 192+89.07, on the proposed northerly ROW line of C.R. 314 (variable ROW width), for the beginning of a non-tangent curve to the right;

THENCE, departing said existing southerly ROW line, with said proposed northerly ROW line, through the interior of said 92.5 acre tract, the following four (4) courses:

2) with said curve to the right having a radius of **1,388.00 feet**, a delta angle of **09°11'42"**, an arc length of **222.75 feet**, and a chord which bears **S 87°58'58" E**, a distance of **222.51 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 195+00.90;

3) **N 52°57'34" E** a distance of **51.98 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 104.38 feet left of Engineer's baseline station 195+35.76;

4) **N 09°27'59" E** a distance of **64.37 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 168.74 feet left of Engineer's baseline station 195+37.09, for the beginning of a tangent curve to the left;

5) with said curve to the left having a radius of **154.00 feet**, a delta angle of **06°18'52"**, an arc length of **16.97 feet**, and a chord which bears **N 06°18'33" E**, a distance of **16.96 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 185.69 feet left of Engineer's baseline station 195+36.61, on said existing southerly ROW line, same line being the northerly boundary line of said 92.5 acre tract;

6) **THENCE, N 69°24'15" E,** departing said proposed northerly ROW line, with said existing southerly ROW line and said northerly boundary line of the 92.5 acre tract, a distance of **137.58 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 256.51 feet left of Engineer's baseline station 196+37.69, on said proposed northerly ROW line, for the beginning of a non-tangent curve to the right, from which a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found being the most northerly northeast corner of said 92.5 acre tract bears N 69°24'15" E, a

distance of 349.34 feet;

THENCE, departing said existing southerly ROW line, with said proposed northerly ROW line, through the interior of said 92.5 acre tract, the following five (5) courses:

7) with said curve to the right having a radius of **548.59 feet**, a delta angle of **19°54'24"**, an arc length of **190.60 feet**, and a chord which bears **S 06°39'36" W**, a distance of **189.64 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 196+56.20, for the beginning of a non-tangent curve to the right;

8) with said curve to the right having a radius of **1,388.00 feet**, a delta angle of **16°46'29"**, an arc length of **406.37 feet**, and a chord which bears **S 68°15'26" E**, a distance of **404.92 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 200+42.66;

9) **N 76°39'35" E** a distance of **57.87 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 108.43 feet left of Engineer's baseline station 200+81.48;

10) **N 33°23'36" E** a distance of **92.61 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 201.01 feet left of Engineer's baseline station 200+83.69 for the beginning of a tangent curve to the right;

11) with said curve to the right having a radius of **195.00 feet**, a delta angle of **31°45'23"**, an arc length of **108.08 feet**, and a chord which bears **N 49°16'18" E**, a distance of **106.70 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 302.93 feet left of Engineer's baseline station 201+09.46, on the existing westerly ROW line of C.R. 314, same line being the easterly boundary line of said 92.5 acre tract;

12) **THENCE, S 21°48'59" E,** departing said proposed northerly ROW line, with said existing westerly ROW line and said easterly boundary line of the 92.5 acre tract, a distance of **90.24 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 252.69 feet left of Engineer's baseline station 201+71.41, on said proposed northerly ROW line, for the beginning of a non-tangent curve to the left;

THENCE, departing said existing westerly ROW line, with said proposed northerly ROW line, through the interior of said 92.5 acre tract, the following four (4) courses:

13) with said curve to the left having a radius of **105.00 feet**, a delta angle of **29°08'58"**, an arc length of **53.42 feet**, and a chord which bears **S 47°58'05" W**, a distance of **52.84 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 201.34 feet left of Engineer's baseline station 201+61.80;

14) **S 33°23'36" W** a distance of **92.94 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 108.46 feet left of Engineer's baseline station 201+64.66;

15) **S 10°09'04" E** a distance of **58.71 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 202+04.54, for the beginning of a non-tangent curve to the right;

16) with said curve to the right having a radius of **1,388.00 feet**, a delta angle of **14°00'20"**, an arc length of **339.29 feet**, and a chord which bears **S 45°50'25" E**, a distance of **338.44 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 205+27.21, on said existing westerly ROW line of C.R. 314, same line being the easterly boundary line of said 92.5 acre tract;

17) **THENCE**, **S 21°48'59" E,** departing said northerly ROW line, with said existing westerly ROW line of C.R. 314 and said easterly boundary line of the 92.5 acre tract, a distance of **186.97 feet** to a calculated point, being the northeasterly corner of said 74.2 acre tract, same point being the southeasterly corner of said 92.5 acre tract, for the southeasterly corner of the herein described parcel;

18) **THENCE**, **S 55°24'27" W,** departing said existing westerly ROW line, with the northerly boundary line of said 74.2 acre tract, same line being the southerly boundary line of said 92.5 acre tract, a distance of **93.38 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set being 73.41 feet right of Engineer's baseline station 207+02.51, on the proposed southerly ROW line of C.R. 314, for the beginning of a non-tangent curve to the left, and the westernmost southeasterly corner of the herein described parcel;

19) **THENCE**, with said proposed southerly ROW line, over and across said 92.5 acre tract, with said curve to the left having a radius of **1,252.00 feet**, a delta angle of **74°15'20"**, an arc length of **1,622.62 feet**, and a chord which bears **N 68°04'34" W**, a distance of **1,511.42 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 189+98.23, in said easterly boundary line of the 74.2 acre tract, same line being said westerly boundary line of the 92.5 acre tract, for the southernmost northwesterly corner of the herein described parcel;

20) **THENCE**, **N 21°20'33" W,** with the common boundary line of said 74.2 acre and said 92.5 acre tracts, a distance of **73.49 feet** the **POINT OF BEGINNING**, and containing 5.932 acres (258,402 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No, 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

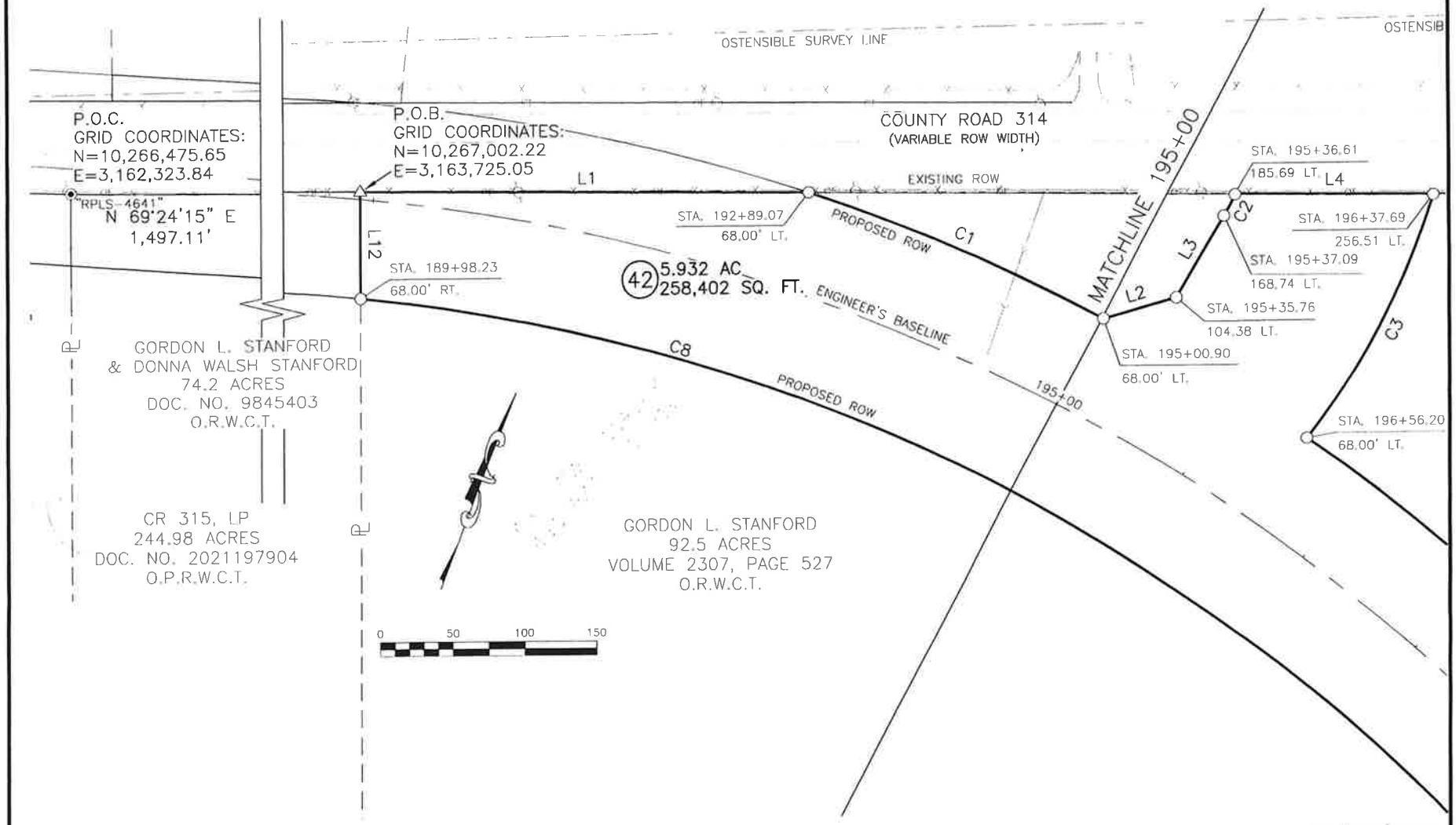
Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL 42 STANFORD.doc

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 42
5.932 AC.
258,402 SQ. FT.

SCALE
1" = 100'

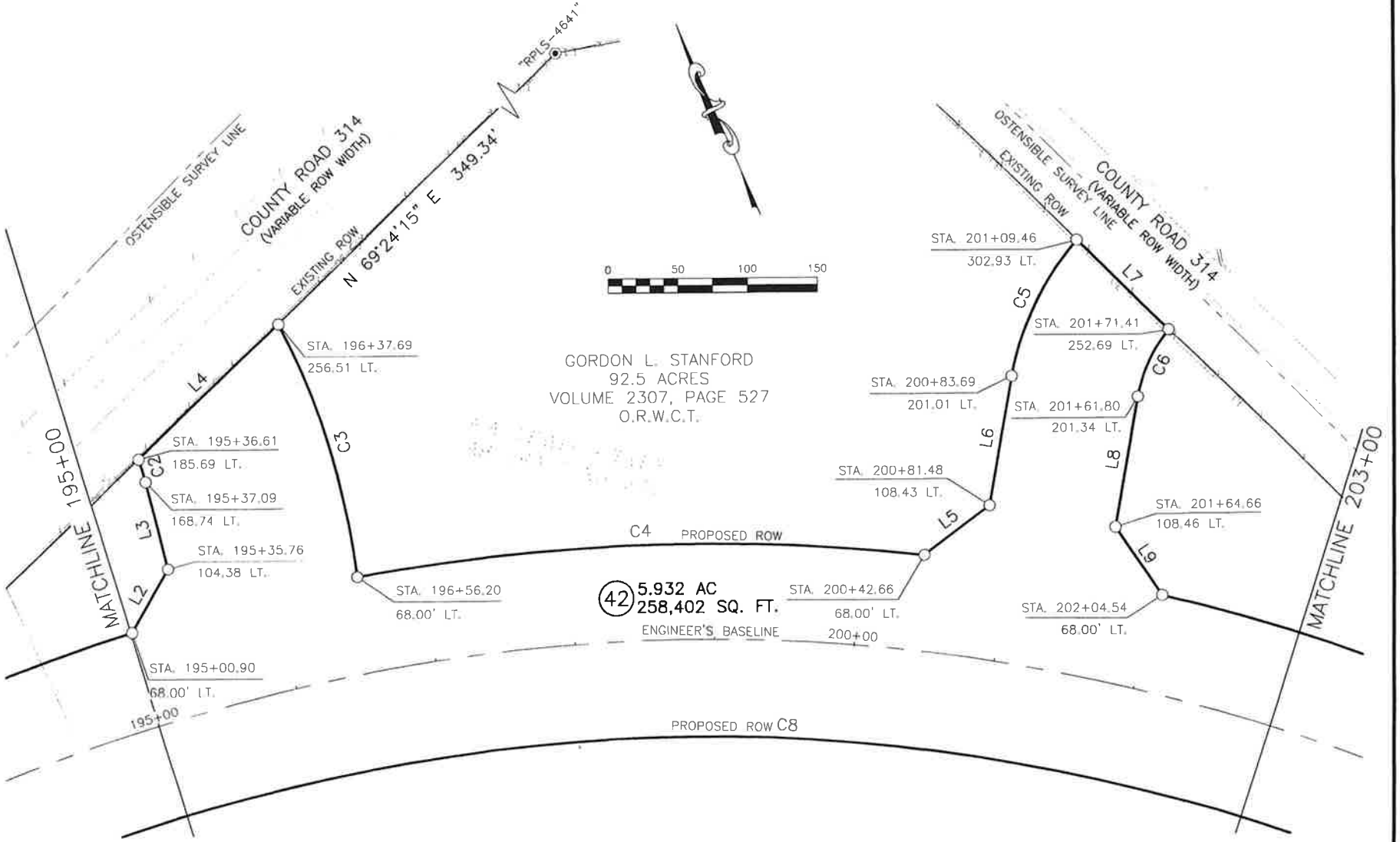
WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42.DWG

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD, STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 42
5.932 AC.
258,402 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

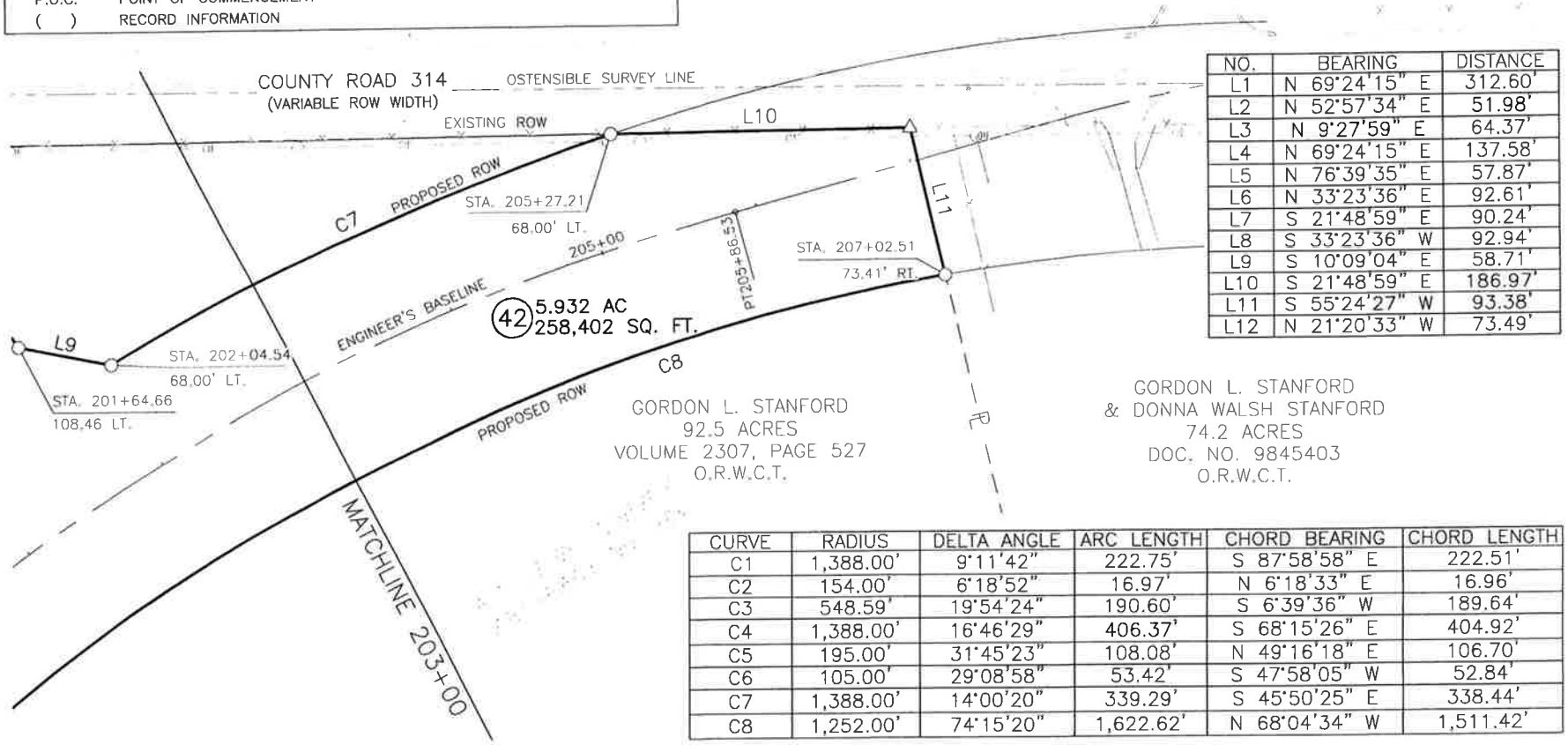
S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42.DWG

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

LEGEND

△	CALCULATED POINT
◉	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⩘	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION



0 50 100 150

NO.	BEARING	DISTANCE
L1	N 69°24'15" E	312.60'
L2	N 52°57'34" E	51.98'
L3	N 9°27'59" E	64.37'
L4	N 69°24'15" E	137.58'
L5	N 76°39'35" E	57.87'
L6	N 33°23'36" E	92.61'
L7	S 21°48'59" E	90.24'
L8	S 33°23'36" W	92.94'
L9	S 10°09'04" E	58.71'
L10	S 21°48'59" E	186.97'
L11	S 55°24'27" W	93.38'
L12	N 21°20'33" W	73.49'

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,388.00'	9°11'42"	222.75'	S 87°58'58" E	222.51'
C2	154.00'	6°18'52"	16.97'	N 6°18'33" E	16.96'
C3	548.59'	19°54'24"	190.60'	S 6°39'36" W	189.64'
C4	1,388.00'	16°46'29"	406.37'	S 68°15'26" E	404.92'
C5	195.00'	31°45'23"	108.08'	N 49°16'18" E	106.70'
C6	105.00'	29°08'58"	53.42'	S 47°58'05" W	52.84'
C7	1,388.00'	14°00'20"	339.29'	S 45°50'25" E	338.44'
C8	1,252.00'	74°15'20"	1,622.62'	N 68°04'34" W	1,511.42'

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 42
5.932 AC.
258,402 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42.DWG

EXHIBIT B

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402768, EFFECTIVE 05/06/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE INC. RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10d. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10e. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10g. (NOT A SURVEY MATTER)

10h. (NOT A SURVEY MATTER)

10i. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10j. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 42
5.932 AC.
258,402 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42.DWG

EXHIBIT "C"

Aerial of the Remainder
THE DUKE DR
N EDWARDS RD
INNISFREE RD
YELLOW RIBBON TRL
ROOSTER WAY
BARBARY COAST LN
MCLINTOCK RD
CR 314
OLD STAGECOACH RD
±0.31 Ac. Northwest Remainder
±3.92 Ac. Northeast Remainder
0.5551 Ac. Electric Line Easement
±0.73 Ac. Southeast Remainder
±24.808 Ac. Southwest Remainder
0
150
300
600
Feet
Date of Imagery 2024

EXHIBIT D
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0426 ACRE (1,857 SQ. FT.) PARCEL OF LAND IN THE G. SCHNEIDER SURVEY, ABSTRACT NO. 580, AND THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, BOTH IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 92.5 ACRE TRACT OF LAND DESCRIBED IN ASSUMPTION DEED TO GORDON L. STANFORD IN VOLUME 2307, PAGE 524, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.0426 ACRE (1,857SQ. FT.) OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod found (Grid Coordinates determined as N=10,266,847.86, E=3,163,050.87) being an angle point in the westerly boundary line of that called 13.581 acre tract of land described in Warranty Deed with Vendor's Lien to Gordon L. Stanford and Donna Walsh Stanford in Document No. 1998056521, said Official Records, same point being in the easterly boundary line of the westerly remainder of said 92.5 acre tract;

THENCE, S 70°44'23" E with the common boundary line of said 13.581 acre tract and said remainder of the 92.5 acre tract, a distance of 15.91 feet to a calculated point (Grid Coordinates determined as N=10,266,842.50, E=3,163,066.20) for the northeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, S 70°44'23" E,** with said common boundary line of the 13.581 acre tract and the remainder of the 92.5 acre tract, a distance of **7.79 feet** to a calculated point in the northerly boundary line of that 15 foot wide waterline easement described in Water Utility Easement to Sonterra Municipality Utility District in Document No. 2020129710, said Official Public Records, for the southeasterly corner of the herein described parcel;

2) **THENCE, S 69°19'52" W,** with said northerly line of the 15 foot wide waterline easement, over and across said 92.5 acre tract, a distance of **374.32 feet** to a calculated point, in the easterly ROW line of C.R. 3001 (variable ROW width), same line being the westerly boundary line of said remainder of the 92.5 acre tract, for the southwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-ESMT" found being the intersection of said easterly ROW line of C.R. 3001 and the northerly existing ROW line of C.R. 314 (variable ROW width), bears S 21°26'41" E, a distance of 15.00 feet;

3) **THENCE, N 21°26'41" W,** with said easterly ROW line of C.R. 3001, and said westerly boundary line of the remainder of the 92.5 acre tract, a distance of **5.00 feet** to a calculated point for the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found bears N 21°26'41" W, a distance of 1,792.96 feet;

4) **THENCE, N 69°19'52" E,** departing said easterly ROW line, over and across said 92.5 acre tract, a distance of **368.42 feet** to the **POINT OF BEGINNING**, having an area of 0.0426 acres (1,857 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

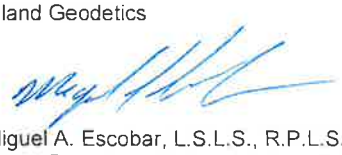
The subject tract shown hereon is an easement, monuments were not set for corners.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

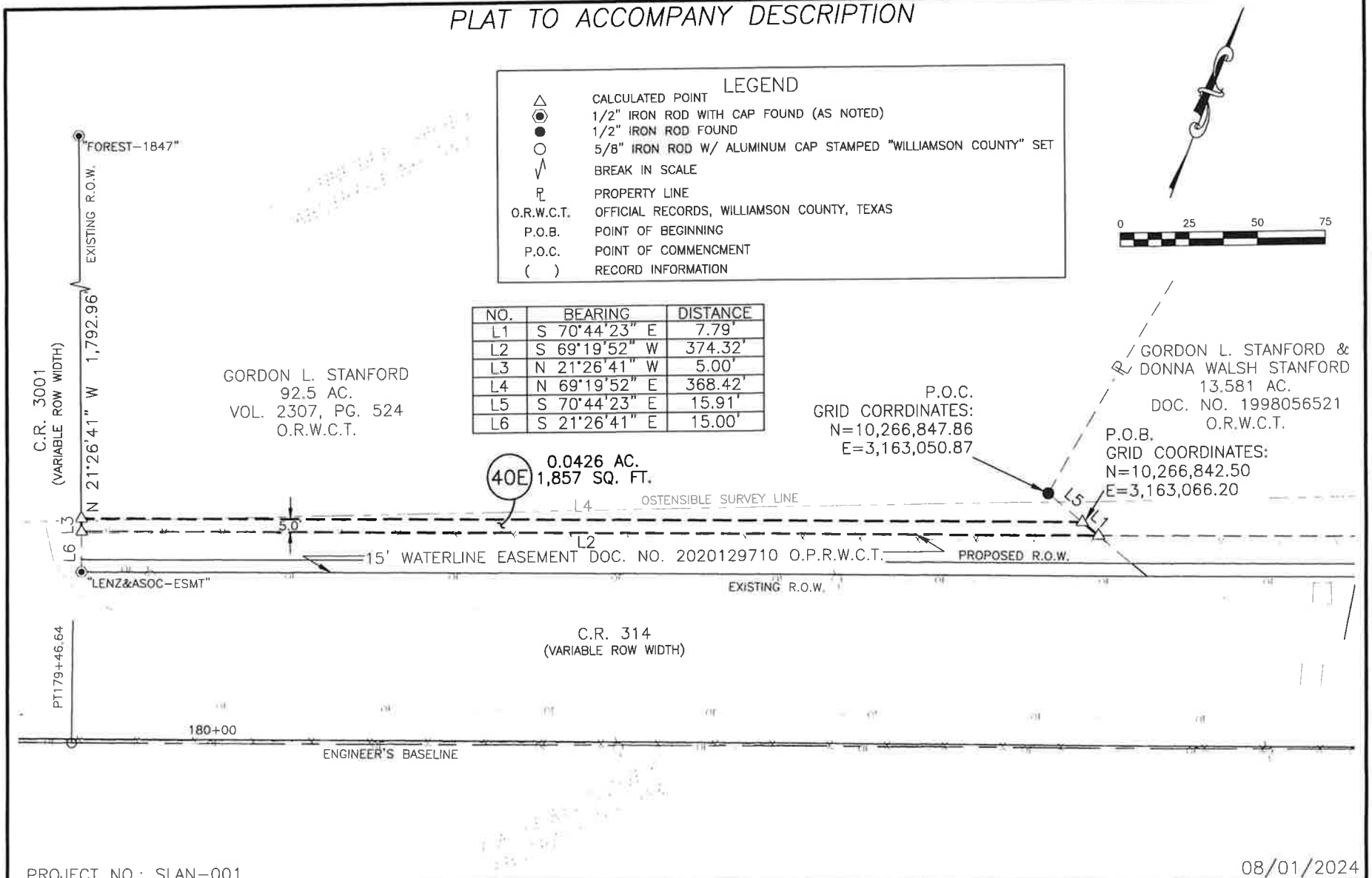
Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

08/01/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 40E
0.0426 AC.
1,857 SQ. FT.

SCALE		PROJECT
1" = 50'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 40 STANFORD\PARCEL 40E STANFORD.DWG

EXHIBIT D

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402800, EFFECTIVE 05/20/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE INC, RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10d. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10e. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10g. (NOT A SURVEY MATTER)

10h. (NOT A SURVEY MATTER)

10i. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10j. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

08/01/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 40E
0.0426 AC.
1,857 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 40 STANFORD\PARCEL 40E STANFORD.DWG

EXHIBIT E
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.5551 ACRES (24,182 SQUARE FEET) PARCEL OF LAND IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY TEXAS, BEING A PART OF THAT CALLED 92.5 ACRE TRACT OF LAND DESCRIBED IN ASSUMPTION DEED TO GORDON L. STANFORD IN VOLUME 2307, PAGE 527, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.5551 ACRES (24,182 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS-4641" found on the existing southerly right-of-way (ROW) line of County Road 314 (C.R. 314)(variable ROW width) being the northwesterly corner of that called 74.2 acre tract of land described in Warranty Deed to Gordon L. Stanford and Donna Walsh Stanford in Document No. 9845403, said Official Records, same point being the northeasterly corner of that called 244.98 acre tract of land described in General Warranty Deed to CR 315, LP in Document No. 2021197904, Official Public Records of Williamson County, Texas;

THENCE, N 69°24'15" E, with said existing southerly ROW line, same line being the northerly boundary line of said 74.2 acre tract, a distance of 1,497.11 feet to a calculated point, being the northeasterly corner of said 74.2 acre tract, same point being an interior ell corner of said 92.5 acre tract;

THENCE, S 21°20'33" E, departing said existing southerly ROW line, with the common boundary line of said 74.2 acre tract and said 92.5 acre tract, a distance of 73.49 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,266,933.77, E=3,163,751.80), being 68.00 feet right of Engineer's baseline station 189+98.23, on the proposed southerly ROW line of C.R. 314 (variable ROW width), for the beginning of a non-tangent curve to the right, and the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE,** over and across said 92.5 acre tract, with said curve to the right having a radius of 1,252.00 feet, a delta angle of 74°15'25", an arc length of 1,622.62 feet, and a chord which bears S 68°04'34" E, a distance of 1,511.42 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 73.41 feet right of engineer's baseline station 207+02.51, in a common boundary line of said 74.2 acre tract and said 92.5 acre tract;

2) **THENCE, S 55°24'27" W** with said common boundary line of the 74.2 acre tract and said 92.5 acre tract, a distance of **15.03 feet** to a calculated point for the beginning of a non-tangent curve to the left;

3) **THENCE,** over and across said 92.5 acre tract, with said curve to the left having a radius of 1,237.00 feet, a delta angle of 74°13'35", an arc length of 1,602.53 feet, and a chord which bears N 68°00'59" W, a distance of 1,492.79 feet, to a calculated point in a common boundary line of said 74.2 acre tract and said 92.5 acre tract;

4) **THENCE, N 21°20'33" W** with said common boundary line of the 74.2 acre tract and the 92.5 acre tract, a distance of **15.09 feet** to the **POINT OF BEGINNING**, containing 0.5551 acre (24,182 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No, 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

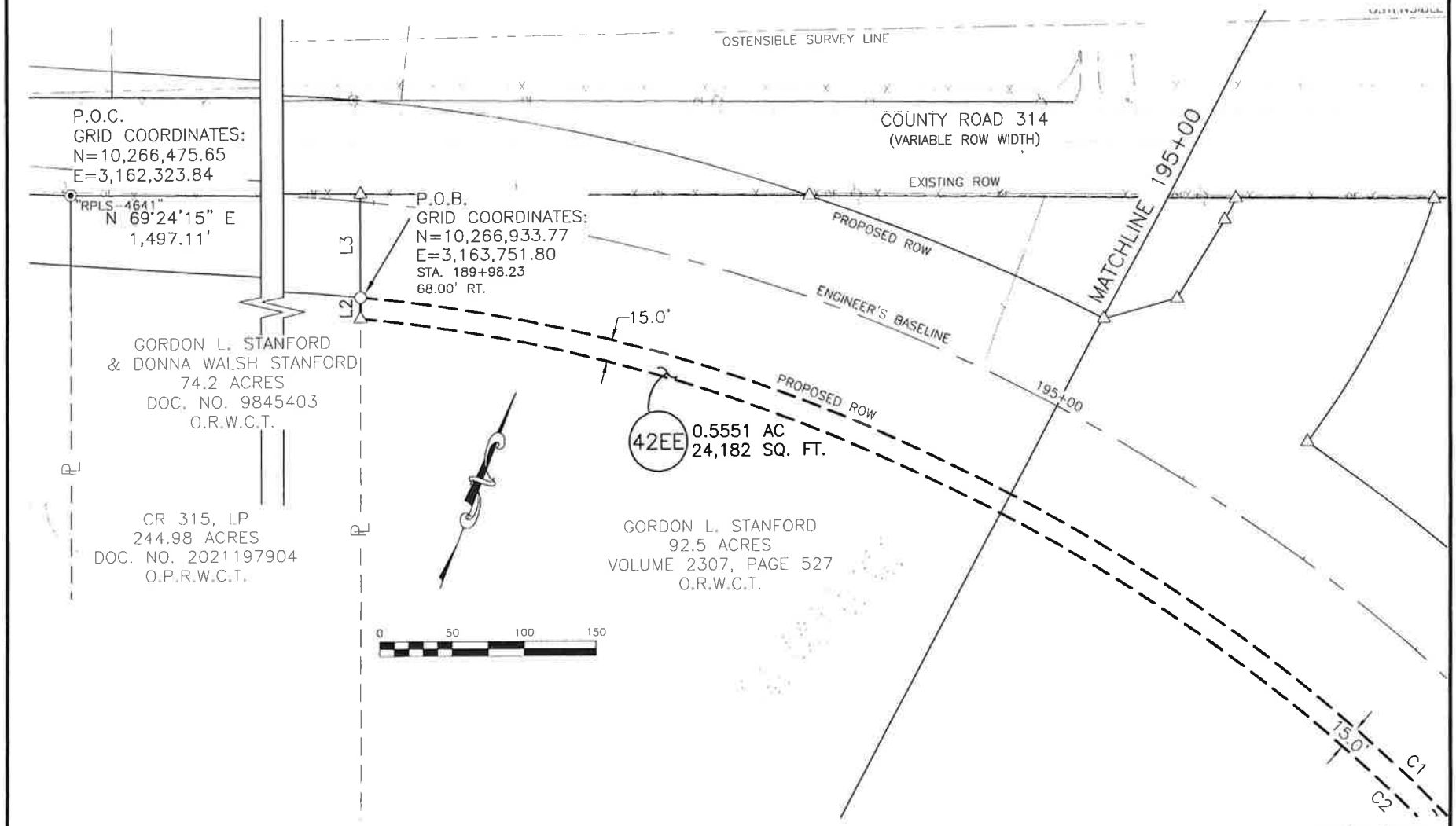
Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL 42EE STANFORD.doc

EXHIBIT E

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

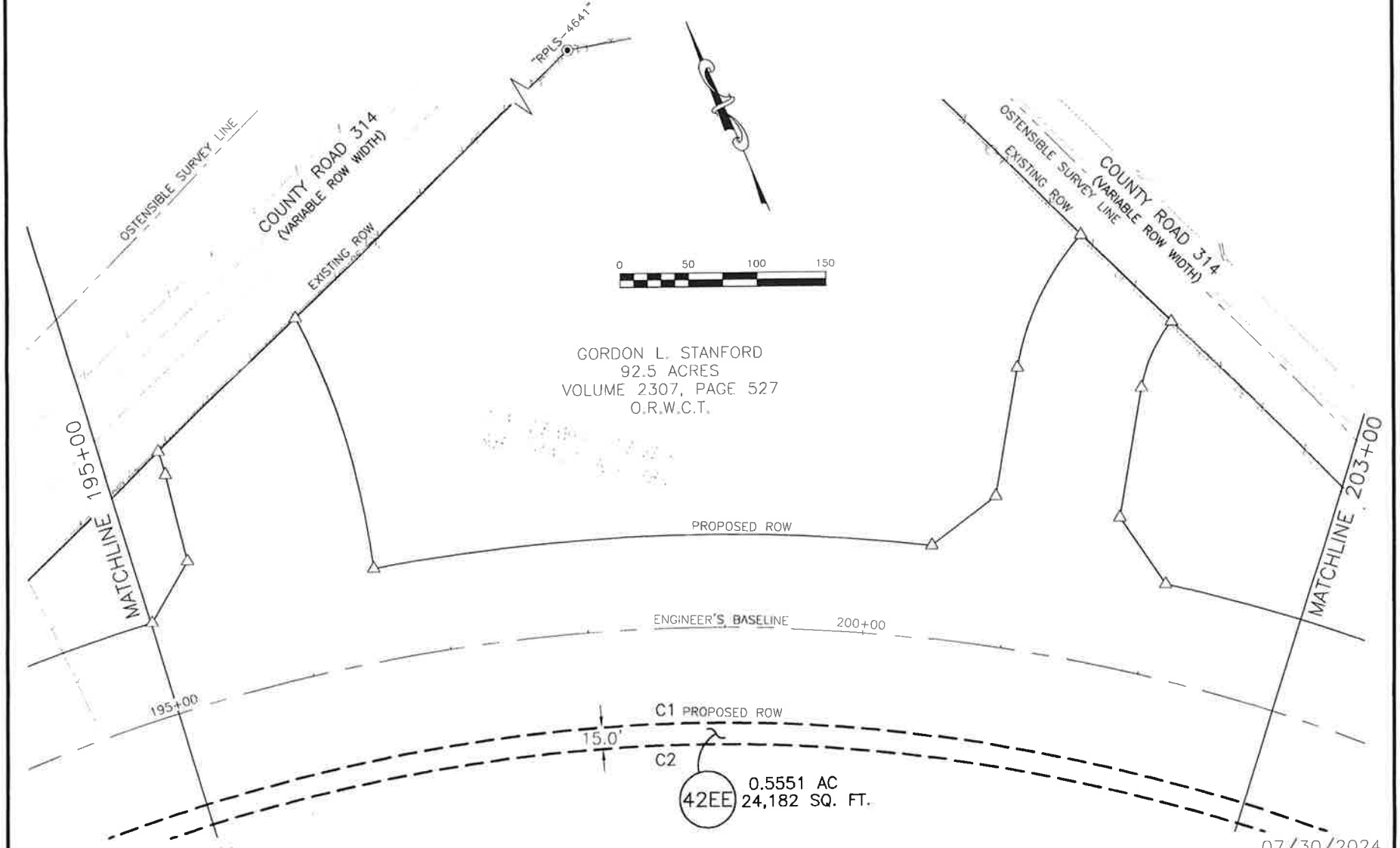
PARCEL 42EE
0.5551 AC.
24,182 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42ELEC ESMT.DWG

EXHIBIT E

PLAT TO ACCOMPANY DESCRIPTION



PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX, 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 42EE
0.5551 AC.
24,182 SQ. FT.

SCALE		PROJECT	
1" = 100'	WILLIAMSON COUNTY	C.R. 314	PAGE 4 OF 6

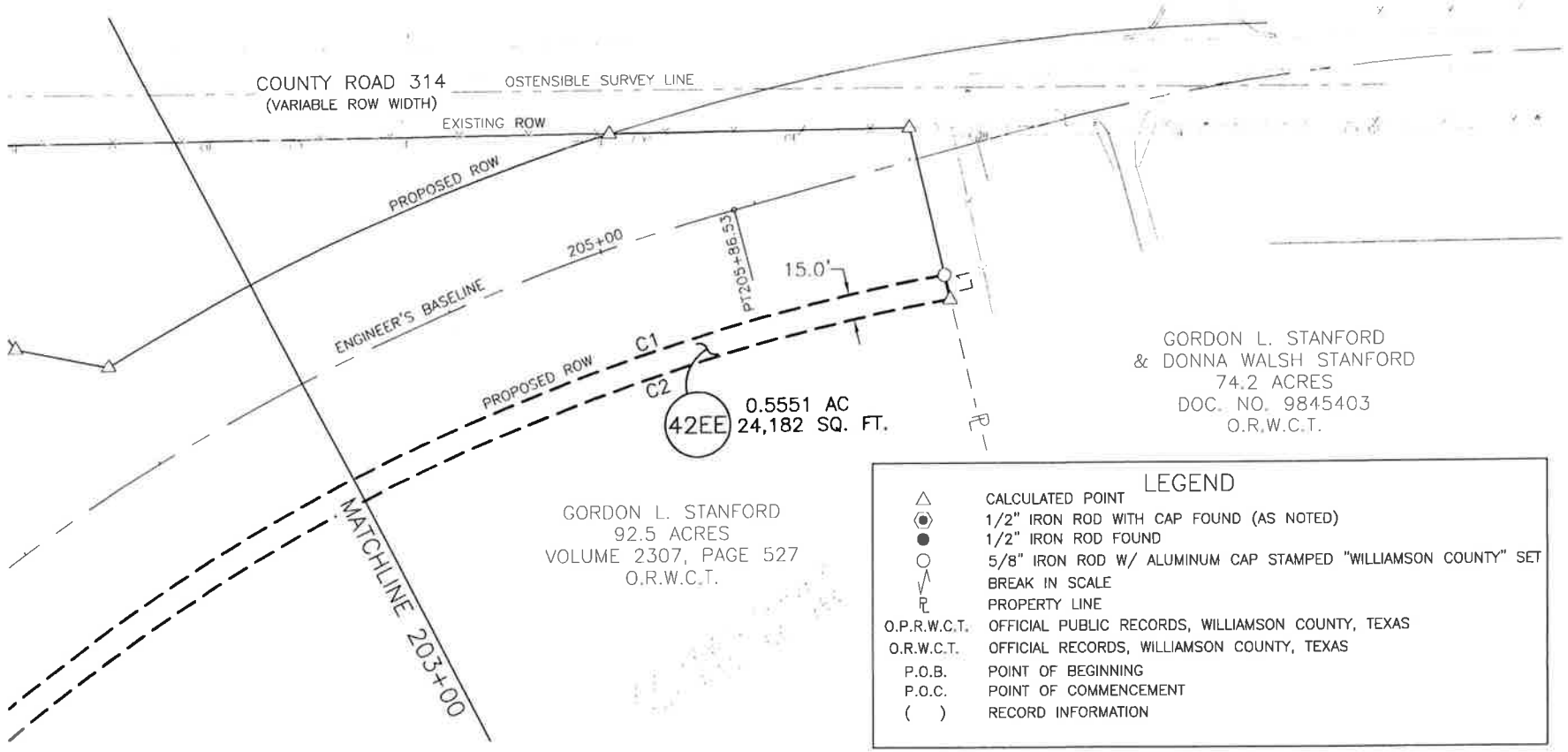
S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42ELEC ESMT.DWG

EXHIBIT E

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1,252.00'	74°15'24"	1,622.62'	S 68°04'34" E	1,511.42'
C2	1,237.00'	74°13'35"	1,602.53'	N 68°00'59" W	1,492.79'

NO.	BEARING	DISTANCE
L1	S 55°24'27" W	15.03'
L2	N 21°20'33" W	15.09'
L3	S 21°20'33" E	73.49'



LEGEND

△	CALCULATED POINT
⊛	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
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PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 42EE
0.5551 AC.
24,182 SQ. FT.

SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42ELEC ESMT.DWG

EXHIBIT E

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402768, EFFECTIVE 05/06/2024, ISSUED 05/28/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED APRIL 18, 1991, TO BARTLETT ELECTRIC COOPERATIVE INC. RECORDED IN VOLUME 2109, PAGE 19, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10d. WATER UTILITY EASEMENT DATED OCTOBER 6, 2020, TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2020129710, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10e. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10f. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10g. (NOT A SURVEY MATTER)

10h. (NOT A SURVEY MATTER)

10i. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10j. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN-001

07/30/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

GORDON L. STANFORD

PARCEL 42EE
0.5551 AC.
24,182 SQ. FT.

WILLIAMSON COUNTY

PROJECT
C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 42 STANFORD\PARCEL 42ELEC ESMT.DWG

EXHIBIT "F"

Parcel 40/42/42R

DEED
County Road 314 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **GORDON L. STANFORD**, not joined by my spouse as the Property conveyed herein forms no part of my homestead either owned or occupied, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.0427 acre (1,860 square foot) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40**); and
>
> All of that certain approximately 6.9720 acre (NOTE: CONFIRM REMAINDERS WITH UPDATED SURVEY) tract of land, out of and situated in the A.A. Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 42/42R**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

> Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2024.

[signature page follows]

GRANTOR:

_____
GORDON L. STANFORD

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Gordon L. Stanford 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 "G"

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WATER LINE EASEMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

EFFECTIVE DATE: _____, 2024

GRANTOR: **GORDON L. STANFORD**

GRANTOR'S MAILING ADDRESS: 3660 CR 314, Jarrell, Texas 76537

GRANTEE: **SONTERRA MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas

GRANTEE'S MAILING ADDRESS: c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Travis County, Texas 78701

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

LIENHOLDER(S): NONE

LIENHOLDER'S
MAILING ADDRESS (including County):

EASEMENT TRACT:

The 0.0426 acre tract or parcel of land located in Williamson County, Texas, more fully described on **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "*Easement Tract*"). (Parcel 40E)

Grantor, for the consideration paid to Grantor, hereby grants, sells, and conveys to Grantee, its successors and assigns, a non-exclusive, perpetual easement for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed water lines and related facilities, appurtenances, structures or improvements as may be necessary or useful for

the provision of water utility services (collectively, the "*Facilities*") in, upon, under and across the Easement Tract; making connections to the Facilities; maintaining the Easement Tract by clearing and removing vegetation and debris; and for access related to such purposes (the "*Water Easement*").

The Water Easement will be non-exclusive; however, (a) no permanent structure may be constructed on the surface of the Easement Tract; (b) Grantor may not use the Easement Tract in any manner or grant any other easement or conflicting rights on, over, across, or under the Easement Tract that interferes or is inconsistent with or prevents the use of the Water Easement by Grantee as contemplated herein; and (c) Grantee will have no obligation to restore or replace any landscaping or other improvements installed or placed on, over, or under the Easement Tract that are removed, damaged, or destroyed as a result of Grantee's use of the Water Easement as contemplated herein.

TO HAVE AND TO HOLD the Water Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Water Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

GRANTOR:

_____

Gordon L. Stanford

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Gordon L. Stanford.

_____

Notary Public Signature

(SEAL)

AFTER RECORDING PLEASE RETURN TO:

Carter Dean
Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

EXHIBIT "H"

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That GORDON L. STANFORD, not joined by my spouse as the Property conveyed herein forms no part of my homestead either owned or occupied_, of Williamson County, Texas (hereinafter referred to as "Grantor," whether one or more), for the provision of electric service or other good and valuable consideration received the receipt and sufficiency of which is deemed valuable to Grantor and which is hereby expressly acknowledged and accepted by Grantor from Bartlett Electric Cooperative, Inc., a Texas electric cooperative corporation, whose mailing address is P. O. Box 200, Bartlett, Texas 76511, and physical address of 27492 Highway 95, Bartlett, Texas 76511 (hereinafter referred to as "Cooperative"), does hereby grant and convey unto the Cooperative, its successors and assigns, an Easement and right-of-way for above-ground facilities to include, but not be limited to, one or more electric lines and communication devices and/or lines or cables, crossarms, insulators, pole mounted equipment and supports for pole mounted equipment to overhang aerially but not physically touch Grantor's property for electric operations and/or maintenance, each consisting of a variable number of wires and circuits, and all necessary and desirable appurtenances and attachments including, but not limited to, poles, crossarms, guy wires and guy anchorages of varying heights and/or depths ("Easement"), over, across, along and upon all that certain land in Williamson County, Texas (hereinafter referred to as "Grantor's Property") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including,

but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens:
None

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

[signature page follows]

Gordon L. Stanford

Grantor

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on _____, 2024, by Gordon L. Standford, the person(s) named as Grantor(s) on the first page of this document.

Notary Public, State of Texas

****

DO NOT WRITE BELOW THIS LINE

RESERVED SPACE BELOW FOR RECORDING AT COUNTY

Commissioners Court - Regular Session **108.**

Meeting Date: 09/10/2024

Corridor J Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Michael P. Schroeck and Rebecca A. Schroeck to purchase 0.4 acres required as ROW on Corridor J. Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:18 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:06 AM
Final Approval Date: 09/05/2024		

REAL ESTATE CONTRACT
Corridor J Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by **MICHAEL P. SCHROECK and REBECCA A. SCHROECK** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain approximately 0.4-acre tract of land, more or less pending final survey as set out below, and situated in the Edward Lang Survey, Abstract No. 7, Williamson County, Texas, the location of which is generally shown on Exhibit "A" attached hereto;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property shown in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

Upon full execution of this Contract, and prior to completion of Closing, Purchaser shall at its sole expense cause a metes and bounds survey of the Property to be completed, which survey shall be attached to the Deed for recording in the Official Records of Williamson County at Closing. By execution of this Contract, Seller agrees to allow Purchaser and any survey consultant to temporarily access the Property and larger parent tract of Seller for the limited area and time reasonably required to carry out the obligations of this paragraph.

ARTICLE II
PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements thereon, and any damage to or cost of cure for the remaining property of Seller shall be the sum of TWENTY THOUSAND and 00/100 Dollars ($20,000.00).

2.01.1 As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing, and any cost of cure for the remaining property of Seller,

Purchaser shall pay the amount of FOUR THOUSAND THREE HUNDRED and 00/100 Dollars ($4,300.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other good funds at the Closing.

Special Provisions

2.03 Potential Driveway Locations. By execution of this Agreement, the parties acknowledge that the remaining property of Seller ("*Seller's Other Property*") is subject to driveway location spacing and sight distance analysis under Williamson County and or Texas Department of Transportation ("TxDoT") access management rules in place at the time of application (the "*Access Rules*"), and current spacing requirements would appear to be adequate to allow a driveway to the proposed Corridor J roadway from *Seller's Other Property*. Any driveway permit sought by Seller for access to Seller's Other Property from Corridor J shall require application, review and approval from the County Road & Bridge Department per applicable driveway/access design requirements all as promulgated under the Access Rules and any driveway permit sought by Seller for access to Seller's Other Property from proposed Corridor J shall require application, review and approval from TxDoT per applicable driveway/access design requirements all as promulgated under the Access Rules.

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

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser.

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Chicago Title Company on or before September 30, 2024, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of the final survey requirement and/or any title curative matters if necessary for items as shown on the Title Commitment or in the Contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as set out in Exhibit "B" attached hereto.

(3) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done, subject to the terms of the Leaseback Agreement.

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 Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default and as otherwise stated herein, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or

unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor J right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

[signature pages follow]

SELLER:

Michael Schroeck (Sep 3, 2024 19:45 CDT)

MICHAEL P. SCHROECK

Address: 480 County Road 229 Florence, TX 76527

480 County Road 229 Florence, TX 76527

Date: Sep 3, 2024

Rebecca Schroeck (Sep 3, 2024 21:27 CDT)

REBECCA A. SCHROECK

Date: Sep 3, 2024

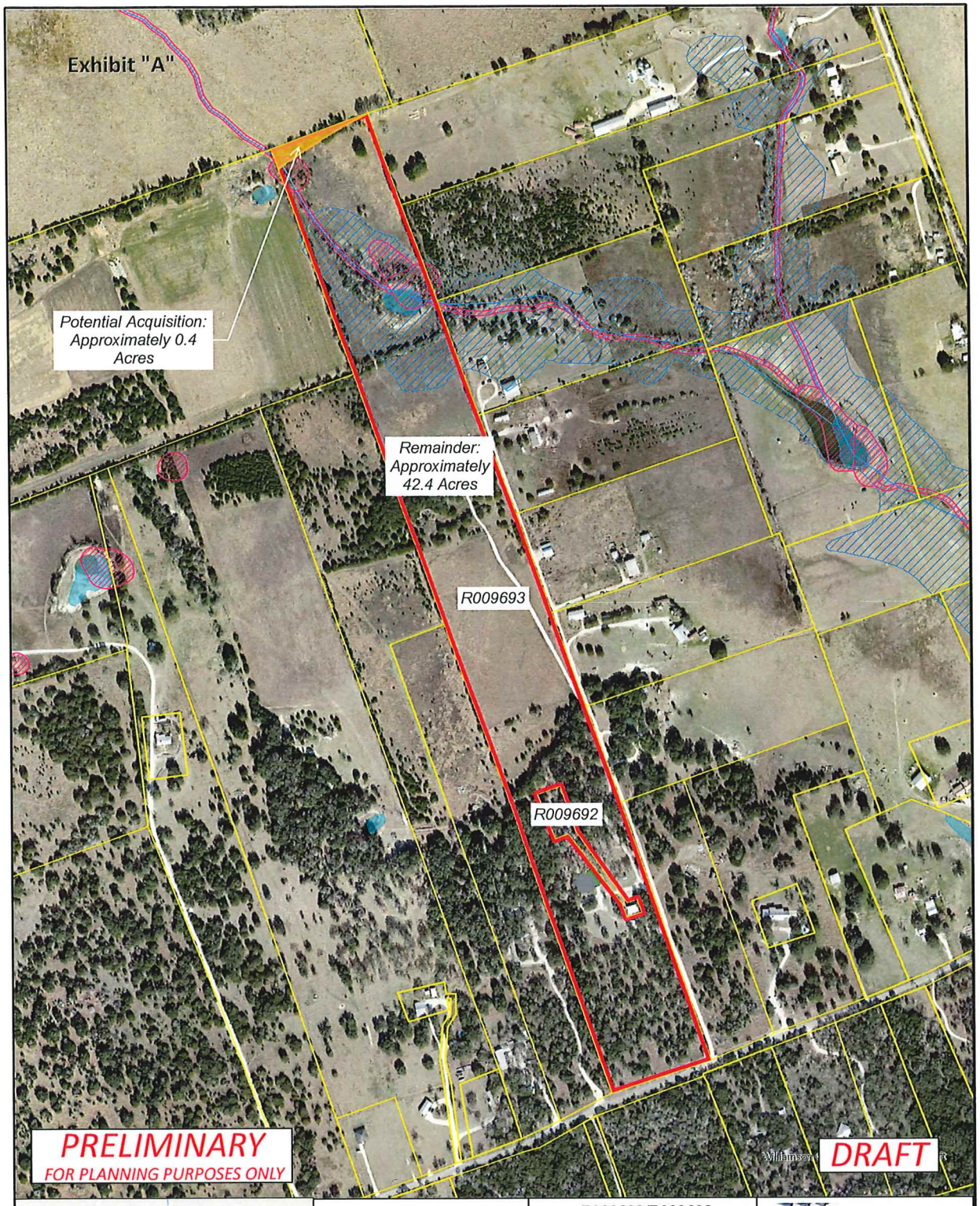
PURCHASER:

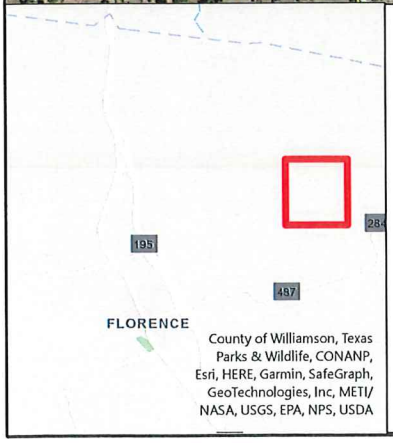
WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____





Property Boundary
100 - Year Floodplain (Wilco)
Stream/River (USGS)
Wetlands (USFWS)
Open Water (USGS)
Other Structure
Residential Structure
Potential ROW Acquisition

0 400 800
SCALE IN FEET

N

R009692/R009693

Current Acres:	42.8 AC
Acquired Acres:	0.4 AC
Remainder Acres:	42.4 AC

Acreages are based on Williamson County parcel line data and property records and are approximate.

WILLIAMSON COUNTY

Kimley»Horn KIMLEY-HORN FIRM # 928

Corridor J2

Parcel R009692/R009693

SCHROECK, MICHAEL P & REBECCA A

3/2/2023

Exhibit "B"

DEED
Corridor J2 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **MICHAEL P. SCHROECK AND REBECCA A. SCHROECK** 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 0.4-acre tract of land situated in the _____ Survey, Abstract No. ____, Williamson County, Texas as shown in Exhibit "A".

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed Corridor J project.

TO HAVE AND TO HOLD the Property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2024.

[signature page follows]

GRANTORS:

_____
MICHAEL P. SCHROECK

_____
REBECCA A. SCHROECK

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2024 by Michael and Rebecca Schroeck, 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
Attn: County Clerk
221 Main Street
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **109.**

Meeting Date: 09/10/2024

Reimbursement Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Reimbursement Agreement with MCI Communication Services, LLC regarding the East Wilco Highway Segment 3 project.Funding Source: Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:19 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:09 AM
Final Approval Date: 09/05/2024		

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into _____, 2024, by and between **MCI Communication Services LLC,** a Delaware limited liability company ("**Utility**"), having an address at **600 Hidden Ridge, Irving Texas 75038**, and **Williamson County, Texas** ("**Reimbursor**"), having an address **405 Martin Luther King Jr. Street, Georgetown, Texas 78626**

The signatories to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

1. Reimbursor has requested that Utility relocate its facilities within the Reimbursor's right-of-way (the "**Project**") in connection with work to be performed by Reimbursor.

2. Reimbursor will pay Utility for work it performs in support of the Project as set forth in **Exhibits A and B** attached hereto (the "**Payment**").

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, the Parties agree as follows:

1. Reimbursor agrees that:
   (a) **Exhibit A**, attached hereto and made a part hereof, represents the scope of work for the Project;
   (b) consistent with Section 4 below, Reimbursor shall bear all actual costs ("**Costs**") incurred by Utility, as set forth in **Exhibit B** hereto, and relating to any construction by Utility in connection with the Project, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes, travel expenses, railroad right-of-way access and flagging fees, permit fees, legal fees and other reasonable out of pocket expenses;
   (c) it waives any and all delay damage claims, except if caused solely by the gross negligence or willful misconduct of Utility;
   (d) Utility's work associated with the Project shall not be deemed a betterment nor shall there be any salvage value in any of Utility's facilities removed or decommissioned;
   (e) Utility shall not be required to place its facilities in the ground or on structures that do not meet Utility's engineering standards or where Reimbursor cannot provide sufficient documentation that it has secured necessary property rights, easements or other right-of-way rights for Utility to place its facilities in the designated location;
   (f) Utility may, in its sole discretion, abandon in place portions of its facilities for removal and disposal by Reimbursor;
   (g) if needed by Utility, Reimbursor shall provide access to, and flagging at no charge for, public or railroad right-of-way; and
   (h) Utility may recover from Reimbursor reasonable attorneys' fees and costs from any and all actions Utility brings to collect amounts owed by Reimbursor under this Agreement.

2. Reimbursor may, at its own expense, inspect construction Utility performs in connection with the Project

3. The total cost of the Project is estimated not to exceed the amount set forth in **Exhibit B** hereto. Reimbursor shall remit to Utility advance payment specified in **Exhibit B** (the "**Advance Payment**") upon execution of this Agreement. No work will be done on the Project until Utility receives the Advance Payment from Reimbursor. Utility will charge Reimbursor only for its Costs incurred for the Project. Reimbursor acknowledges and agrees that this amount is an estimate and shall not be construed as limiting the amount Utility is to be reimbursed by Reimbursor under this Agreement. Utility shall provide notice to Reimbursor when Utility becomes aware that Costs will exceed the estimate by more than ten percent (10%). Utility's failure to provide such notice shall not release Reimbursor from its obligations under this Agreement in any respect unless Reimbursor can demonstrate that it would have modified or abandoned the Project in light of the increase in Costs.

4. Reimbursor may direct Utility in writing to stop work on the Project, and in such event, Utility shall be entitled to properly protect its facilities before stopping work, and Reimbursor shall be responsible to Utility for Costs incurred by Utility prior to receipt of such stop work notice, Costs incurred by Utility in protecting its facilities after receipt of such stop work notice, and Project wind-down costs incurred by Utility.

5. Following completion of the Project, Utility shall make an accounting of final, unpaid, actual Costs of the Project and provide Reimbursor with a copy of the accounting and an itemized invoice therefor. If the final Cost is less than the Advance Payment, then Utility will promptly refund Reimbursor for the difference. If the final Cost is more than the Advance Payment, Reimbursor agrees to pay Utility for such additional Costs within thirty (30) days after receipt of the itemized invoice from Utility.

6. Reimbursor shall perform no work within ten (10) feet on either side of the Reimbursor's facilities in the Project Area until the Project has been completed or as otherwise mutually agreed by Reimbursor and Utility. If any such work is performed, Utility has a right to have an inspector on site during such work, and Utility's inspector may order Reimbursor, its employees, agents, representatives and contractors (for purposes of this Section 6, collectively, "Reimbursor") to immediately stop work if such work is placing Utility's facilities in imminent harm, and Reimbursor shall immediately comply with such order. Subject to the limitation set forth in this Section 6, Reimbursor shall give written notice to Utility at least forty-eight (48) hours, excluding Saturdays, Sundays and legal holidays, in advance of commencement of any work in the immediate Project area. The notice shall be given to those individuals listed in the contacts section of **Exhibit A**. In the event of an emergency, Reimbursor shall provide telephonic notice to MCI at 1-800-MCI-WORK upon Reimbursor's discovery of the emergency.

7. The obligations of Utility are subject to force majeure and Utility shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability; lack of transportation; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including, without limitation, the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Utility.

8. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS, FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

10. The direct damages that a Party may be liable for to the other Party under this Agreement shall not exceed the total amount paid to Utility under the Agreement.

11. This Agreement together with its Exhibits constitutes the entire agreement between the Parties and supersedes all contemporaneous or prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be modified, supplemented or amended unless any such modification, supplement or amendment is incorporated into the Agreement via valid amendment signed by the authorized representatives of each Party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and exchange of signatures via facsimile or Adobe Acrobat portable document file (.PDF file extension) shall have the same force and effect as execution and exchange of originals. Each Party warrants that it has the full right and authority to enter into this Agreement. All necessary approvals and authority to enter into this Agreement have been obtained and

the person executing this Agreement on behalf of each Party has the express authority to do so and, in so doing, to bind such Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(*signatures on next page*)

for Reimbursor

Williamson County .

By: _____
Name: _____
Title: _____
Date: _____

Federal Tax ID#: 74-6000978

for Utility

MCI Communications Services LLC

By: Dina Dye
Dina Dye (Aug 21, 2024 15:31 CDT)
Name: Dina Dye
Title: Assoc Dir Network Reg/RE
Date: 08/21/2024

Billing Contact: County Judge
Name: Bill Gravell, Jr.
Address: 710 S. Main Street
Georgetown, Texas 78626

Care of;
Name:
Telephone:
Email:

Christen Eschberger, PE, VP Program Manager, HNTB Corporation
Marie Walters, Planner, HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664
(512) 447-5590

Karen Knightstep, Williamson County Auditor's Office
710 S. Main Street, Ste. 301
Georgetown, Texas 78626
(512) 943-1563

Robert B. Daigh, P.E., Williamson County Road & Bridge
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626
(512) 943-3330

EXHIBIT A

BACKGROUND AND SCOPE OF WORK:

As part of the reconstruction of FM 3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network.

To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,650 feet of new 2-inch HDPE conduit will be installed, including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 3,200 feet of locate wire will be installed. 3,200 feet of existing cable will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed.

CONTACTS.

Utility:

Agreements:

Joe Weachock
Right of Way Specialist
214-693-7575
Joe.weachock@verizon.com

Sofia Musyoki
Princ Engr-Ntwk Reg/RE
972-457-6100
Sofia.musyoki@verizon.com

Engineer:

Brian Chernoff
Sr. Engineer Spec-Outside Plant
512-692-0733
brian.chernoff@verizon.com

Timothy Lee Williams
Sr. Manager - Outside Plant
512-567-4933
timothy.williams1@verizon.com

Reimbursor POC: Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

Adam Hill, 512-255-8877
adam@scrrlaw.com

OUTSIDE PLANT CONSTRUCTION

COST ESTIMATE (ACTIVE APPROVED)

08/07/2024

Project/AFE #: R40218-001	**Revision:** 2	**Date Prepared:**	12/05/2022
Title	TAYLOR TX RCUP FM3349 AT UPRR RELOCATION	**Engineer:**	BRIAN CHERNOFF
Site Code:	RRFBTX	**Manager:**	TIMOTHY WILLIAMS
Investigation#:	16500-2022	**City:**	ROUND ROCK
Disposition:	REFUNDABLE CUP	**State:**	TX
		Footage Impact:	4,760

DESCRIPTION OF WORK

PROJECT SCOPE: As part of the reconstruction of FM3349, Williamson County will be installing a shoo-fly and rebuilding a box culvert in the UPRR right-of-way west of FM3349. These actions will directly impact Verizon's MCI long distance network. To resolve the conflict, the MCI conduit and cable will be moved to the north side of the tracks through the conflict area and then back to the south side of the tracks at an accessible location. 1,650 feet of new 2-inch HDPE conduit will be installed - including a new bore under the tracks. 3,000 feet of 2x18/14mm innerducts will be installed in new and existing conduits to accommodate the new cable and locate wire. 3,400 feet of 48F cable and 3,200 feet of locate wire will be installed. 3,200 feet of existing cable will be removed. 2 new handholes will be installed and 2 existing handholes removed. One splice point will be created and one splice point removed.

SCHEDULE

Eng. Start:	12/05/2022	**Const. Start:**	08/20/2024
Eng. Complete:	04/27/2023	**Const. Complete:**	11/05/2024

SUMMARY OF ESTIMATED COSTS

A):	**ENGINEERING:**	$21,501.50
B):	**INSPECTION SERVICES:**	$13,030.00
C):	**FURNISHED MATERIALS:**	$7,142.00
D):	**CONTRACTOR UNIT PRICE SCHEDULE:**	$62,050.00
E):	**SPLICING LABOR:**	$7,040.00
F):	**TOTAL:**	$110,763.50

Commissioners Court - Regular Session **110.**

Meeting Date: 09/10/2024

CR 314 Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.239 acres) required for the construction of County Road 314. (Kelm/ Parcel 2) Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:19 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:14 AM
Final Approval Date: 09/05/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 2.239 acres (Parcel 2) described by metes and bounds in Exhibit "A" owned by **RONNIE LEE KELM AND SHEERY ANN KELM.,** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 314 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT _A_
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE EDMUND PARSONS SURVEY, ABSTRACT NO. 494 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 24.44 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO RONNIE LEE KELM AND SHERRY ANN KELM RECORDED IN VOLUME 904, PAGE 32, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.239 ACRE (97,507 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS 4641" found, being 312.08 feet right of Engineer's baseline station 26+87.55, being an ell corner in the existing southerly Right-of-Way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), said point being the northwesterly corner of that called 10.00 acre tract of land described in a General Warranty Deed to Byron Reno and Kay Reno recorded in Document No. 2020024605 of the Official Public Records of Williamson County, Texas, same point being on the easterly boundary line of said 24.44 acre tract;

THENCE, N 20°27'05" W, with said existing southerly ROW line, same line being said easterly boundary line of the 24.44 acre tract, a distance of 133.41 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, (Grid Coordinates determined as N=10,261,167.82, E=3,148,407.44), being 190.13 feet right of Engineer's baseline station 26+38.57, on the proposed southerly ROW line of C.R. 314 (variable ROW width), for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE departing said existing southerly ROW line, with said proposed southerly ROW line, through the interior of said 24.44 acre tract, the following four (4) courses:

1) **S 81°08'55" W**, a distance of **42.85 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 26+00.00, for the beginning of a non-tangent curve to the right;

2) with said curve to the right, having a radius of **2,600.00 feet**, a delta angle of **02°34'10",** an arc length of **116.60 feet**, and a chord which bears **N 83°47'13 W,** a distance of **116.59 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 200.00 feet right of Engineer's baseline station 24+92.37, for a point of tangency;

3) **N 82°30'08" W**, a distance of **179.49 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set being 200.00 feet right of Engineer's baseline station 23+12.88;

4) **S 55°04'01" W**, a distance of **145.80 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 298.37 feet right of Engineer's baseline station 22+05.27, on the existing easterly ROW line of Interstate Highway 35 (I.H. 35) (variable ROW width) (TxDOT Account No. 9014-5-8), same line being the westerly boundary line of said 24.44 acre tract, for the southwesterly corner of the herein described parcel;

5) **THENCE, N 12°16'10" E**, with said existing easterly ROW line of I.H. 35, same being said westerly boundary line of the 24.44 acre tract, a distance of **277.07 feet** to a calculated point, at the intersection of said existing easterly ROW line of I.H. 35 and said existing southerly ROW line of C.R. 314, being the northwesterly corner of said 24.44 acre tract, for the northwesterly corner of the herein described parcel;

THENCE, departing said existing easterly ROW line of I.H. 35, with said existing southerly ROW line of said C.R. 314, same line being the northerly boundary line of said 24.44 acre tract, the following two (2) courses:

6) **N 66°59'40" E**, a distance of **245.00 feet** to a calculated point;

7) **S 65°42'20" E**, a distance of **72.32 feet** to a 1/2 inch iron rod found for the northeasterly corner of the herein described parcel;

8) **THENCE, S 20°27'05 E**, a distance of **301.72 feet** to the **POINT OF BEGINNING**, containing 2.239 acres (97,507 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

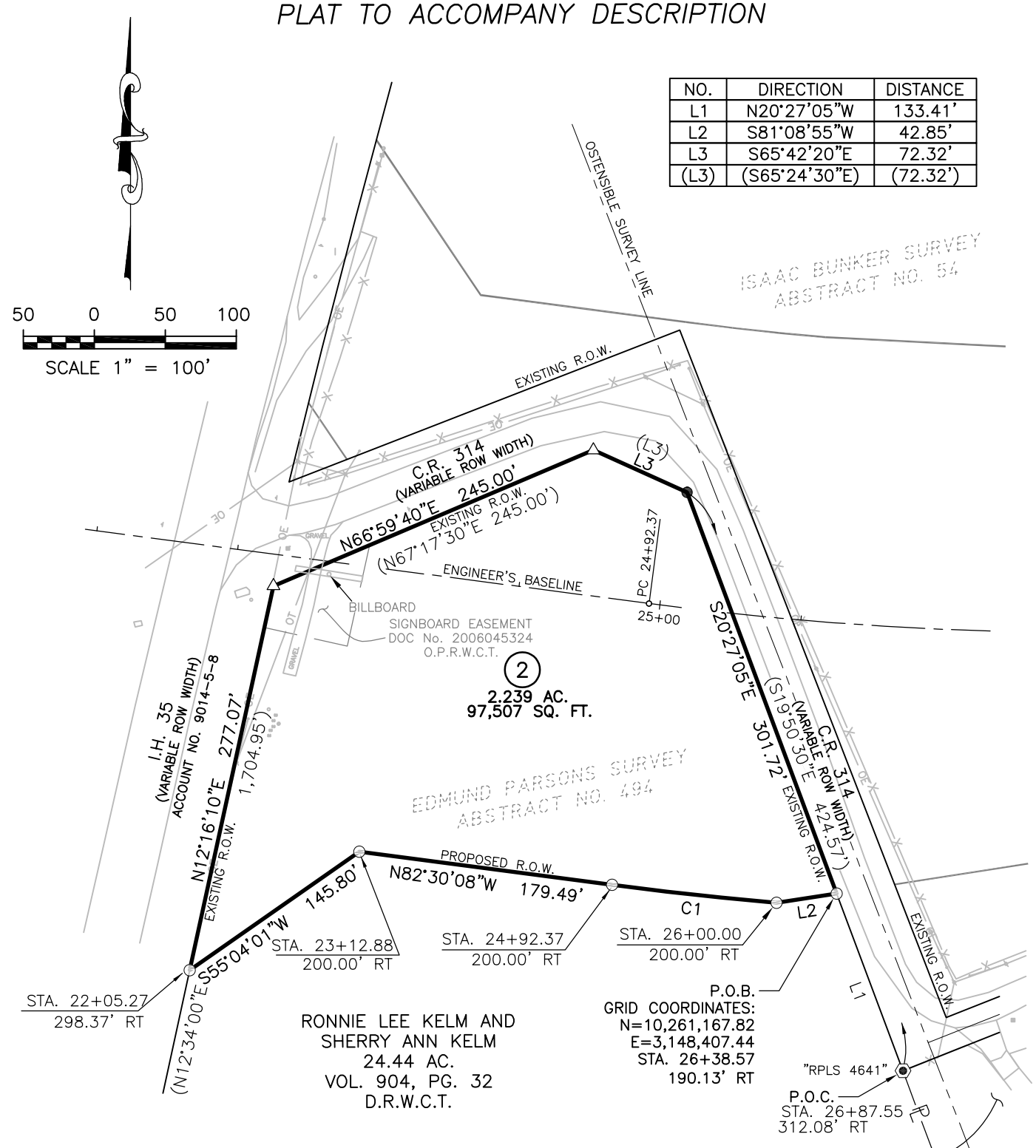
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-2-KELM-REV.doc

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N20°27'05"W	133.41'
L2	S81°08'55"W	42.85'
L3	S65°42'20"E	72.32'
(L3)	(S65°24'30"E)	(72.32')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	02°34'10"	2,600.00'	116.60'	116.59'	N83°47'13"W

PROJECT NO.: SLAN-001

02/02/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND SHERRY ANN KELM

PARCEL 2
2.239 AC.
97,507 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 2-KELM

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301873 EFFECTIVE 06/13/2023, ISSUED 06/27/2023. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

10a. EASEMENT DATED MAY 31, 1944, TO TEXAS POWER AND LIGHT, RECORDED IN VOLUME 324, PAGE 78, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10b. TERMS AND PROVISIONS OF A MEMORANDUM OF EASEMENT (SIGNBOARD) DATED MAY 15, 2006, EXECUTED BY AND BETWEEN RONNIE LEE KELM AND SHERRY ANN KELM, GRANTOR TO FIDELITY INTERNATIONAL TRUST, GRANTEE, RECORDED UNDER DOCUMENT NO. 2006045324, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION IS SHOWN)

10c. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10d. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10e. (NOT A SURVEY MATTER)

10f. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

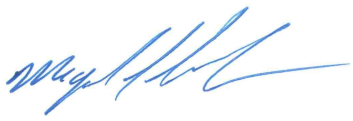
10g. RIGHTS OF PARTIES IN POSSESSION.

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933.

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

PROJECT NO.: SLAN-001

02/02/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

RONNIE LEE KELM AND SHERRY ANN KELM

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 2
2.239 AC.
97,507 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 2-KELM

Commissioners Court - Regular Session **111.**

Meeting Date: 09/10/2024

CR 314 Resolution

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.0467 acres) required for the construction of County Road 314. (Umatiya/ Parcel 43) Funding Source: Road Bonds P364

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:20 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:16 AM
Final Approval Date: 09/05/2024		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.0467 acres (Parcel 43) described by metes and bounds in Exhibit "A" owned by **MEHDI SADRUDDIN UMATIYA,** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 314 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0467 ACRE (2,034 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1, SPHERE SUBDIVISION ONE, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2017092687, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DESCRIBED IN GENERAL WARRANTY DEED TO MEHDI SADRUDDIN UMATIYA IN DOCUMENT NO. 2022100937, SAID OFFICIAL PUBLIC RECORDS, SAID 0.0467 ACRE (2,034 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped “TLS” found (Grid coordinates determined as: N=10,262,413.57, E=3,151,743.14), at the intersection of the existing northerly right of way (ROW) line County Road 314 (C.R. 314) (variable ROW width) and the existing easterly ROW line of County Road 312 (variable ROW width), same point being an interior ell corner of a 0.33 acre ROW dedication depicted in said SPHERE SUBDIVISION ONE plat, said point being the southwesterly corner of said Lot 1, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, N 21°31'09" W,** departing said existing northerly ROW line, with said existing easterly ROW line, same line being the westerly boundary line of said Lot 1, a distance of **13.41 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer’s baseline station 61+53.63, on the proposed northerly ROW of C.R. 314 (variable ROW width), for the northwesterly corner of the herein described parcel;

2) **THENCE, N 69°39'10" E**, with said proposed northerly ROW line, over and across said Lot 1, a distance of **180.03 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 left of Engineer’s baseline station 63+33.66, in the westerly boundary line of Lot 2, said SPHERE SUBDIVISION ONE, same line being the easterly boundary line of said Lot 1 for the northeasterly corner of the herein described parcel;

3) **THENCE, S 21°32'31" E**, with the common boundary line of said Lot 1 and said Lot 2, a distance of **9.19 feet** to a calculated point on said existing northerly ROW line of C.R. 314, same line being the northerly boundary line of said 0.33 acre ROW Dedication, said point being the southwesterly corner of said Lot 2 and the southeasterly corner of said Lot 1, for the southeasterly corner of the herein described parcel, from which a 1/2 inch rod found in said existing northerly ROW line being the southwesterly corner of that called 81.949 acre tract of land described in Deed to Pale Rider LP in Document No. 2019091043, said Official Public Records, same point being the southeasterly corner of said 0.33 acre ROW dedication, bears N 68°18’37” E a distance of 280.98 feet, and S 21°30’46” E a distance of 25.96 feet;

4) **THENCE, S 68°18'37" W**, with said existing northerly ROW line and said northerly boundary line of the 0.33 acre ROW dedication, a distance of **180.00 feet** to the **POINT OF BEGINNING**, containing 0.0467 acre (2,034 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

08/08/2024

Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Registration No. 5630
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\parcel 43 Umatiya.doc

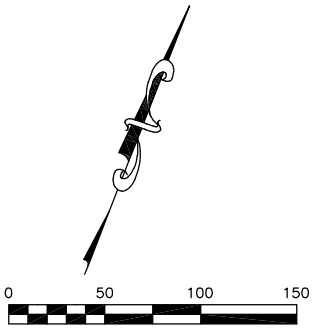
EXHIBIT ___

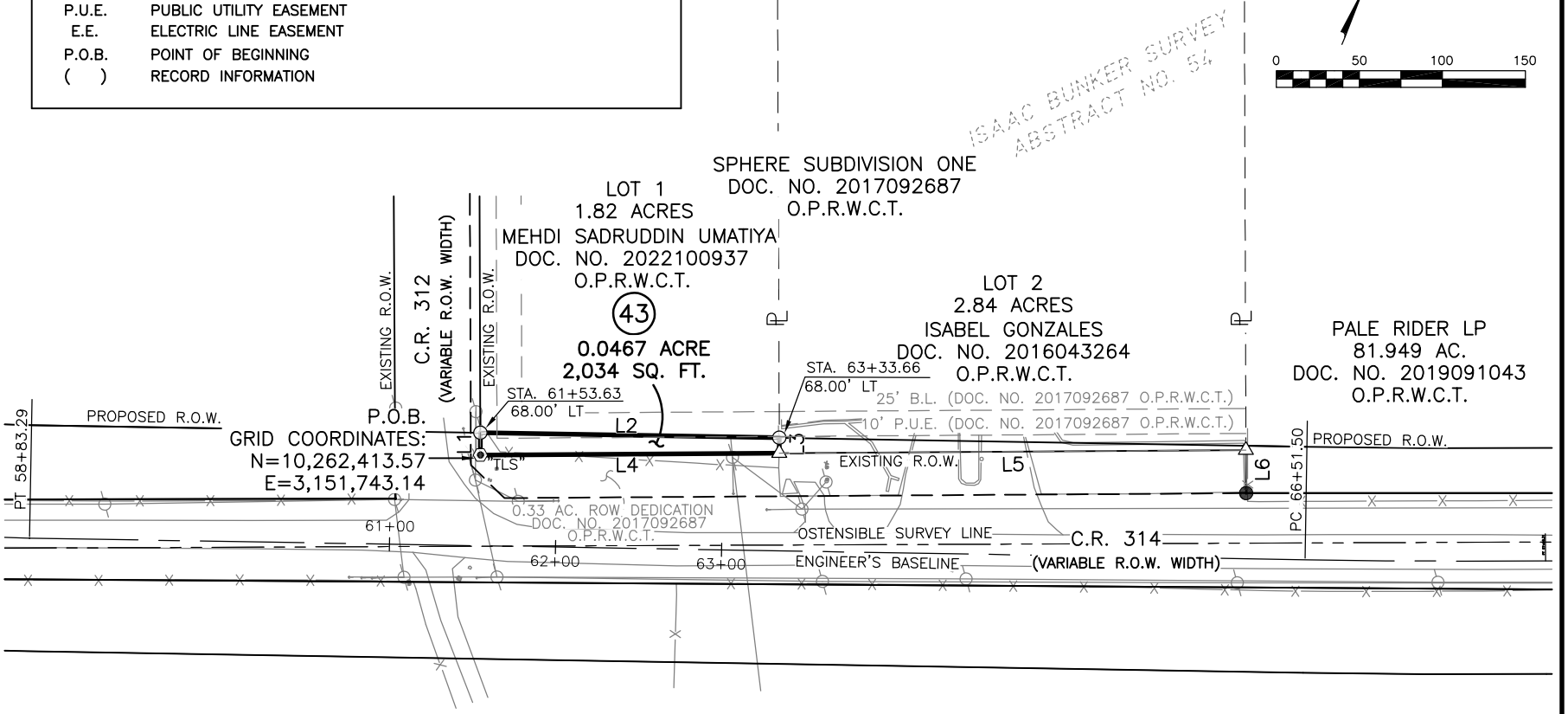
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
B.L.	BUILDING LINE
P.U.E.	PUBLIC UTILITY EASEMENT
E.E.	ELECTRIC LINE EASEMENT
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

LINE	BEARING	DISTANCE
L1	N 21°31'09" W	13.41'
L2	N 69°39'10" E	180.03'
L3	S 21°32'31" E	9.19'
L4	S 68°18'37" W	180.00'
L5	N 68°18'37" E	280.98'
L6	S 21°30'46" E	25.96'





PROJECT NO.: SLAN-001

08/06/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MEHDI SADRUDDIN UMATIYA

PARCEL 43
0.0467 ACRE
2,034 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 43-UMATIYA\PARCEL 43.DWG

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE–TO–GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402658, EFFECTIVE 03/26/2024, ISSUED 04/05/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS

08/08/2024

MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN: DOCUMENT NO. 2015033087 AND DOCUMENT NO. 2017092687 (PLAT), OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. A 10' PUBLIC UTILITY EASEMENT ALONG THE SOUTH AND WEST PROPERTY LINES AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2017092687, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10b. A 25' BUILDING SETBACK ALONG THE SOUTH AND WEST PROPERTY LINES AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2017092687, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10c. A RIGHT OF WAY ROAD WIDENING EASEMENT ALONG THE SOUTH AND WEST PROPERTY LINES AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2017092687, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. RIGHT OF WAY EASEMENT DATED OCTOBER 21, 1936, GRANTED BY G.G. HARRISON TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 283, PAGE 398, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10e. (NOT A SURVEY MATTER)

10f. EASEMENT DATED FEBRUARY 10, 1997, GRANTED BY JOE R. SCHWERTNER TO TEXAS UTILITIES ELECTRIC COMPANY, RECORDED UNDER DOCUMENT NO. 9707630, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10g. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED OCTOBER 11, 2017, TO BARTLETT ELECTRIC COOPERATIVE, RECORDED UNDER DOCUMENT NO. 2017112942, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT)

10h. (NOT A SURVEY MATTER)

10i. (NOT A SURVEY MATTER)

10j. (NOT A SURVEY MATTER)

10k. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10l. RIGHTS OF PARTIES IN POSSESSION.

PROJECT NO.: SLAN–001

08/06/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

MEHDI SADRUDDIN UMATIYA

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 43
0.0467 AC.
2,034 SQ. FT.

S:\SEILER–LANKES\CR 314\4–DRAWINGS\PARCELS\PARCEL 43–UMATIYA\PARCEL 43.DWG

Commissioners Court - Regular Session **112.**

Meeting Date: 09/10/2024

Senior Directors Evaluations

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Executive Session

Information

Agenda Item

Deliberate, discuss and conduct annual reviews and evaluations of Senior Directors of Williamson County to include, but not be limited to the Senior Director of Williamson County ITS, Senior Director of Department of Infrastructure, Senior Director of Parks Department, Senior Director of Emergency Services, Senior Director of Facilities Management, Senior Director of Human Resources Department, and Williamson County Commissioners Court General Counsel (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	08/29/2024 09:14 AM
Form Started By: Becky Pruitt		Started On: 08/28/2024 03:03 PM
Final Approval Date: 08/29/2024		

Meeting Date: 09/10/2024

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-2.
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
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

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

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:20 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:19 AM
Final Approval Date: 09/05/2024		

Commissioners Court - Regular Session **114.**

Meeting Date: 09/10/2024

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/05/2024 12:20 PM
Form Started By: Charlie Crossfield		Started On: 09/04/2024 10:19 AM
Final Approval Date: 09/05/2024		