NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
December 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 – 34)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005700	Vehicles	$17,873.43
To	0100.0509.004232	Training & Conferences	$11,643.19
To	0100.0509.004500	Contract Services	$6,230.24

4. Discuss, consider and take appropriate action on a line item transfer for the Public Affairs Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

FROM	0100-0409-004998	Non-Departmental/Contingencies	$13,300
TO	0100-0406-004100	Public Affairs/Professional Sv	$13,300

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

6. Discuss and take appropriate action to add another $150.00 to three cash drawers, total cash amount requested $450.00, for the Justice Court PCT 2 Office.

7. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No 38 and the County of Williamson, Texas.

8. 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.

9. Discuss, consider, and take appropriate action on authorizing the County Judge to execute an Amendment to the Records Management Order to change the designation of the Records Management Officer.

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

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

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

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

14. Discuss, consider, and take appropriate action on the reappointment of the following Emergency Services District (ESD) commissioners:

ESD 1 (Jollyville)
Alan McNeil
Mack Sherrod
Matt Zurek

ESD 11 (Shenandoah)
Brian Brunson
George Hill
Jason Willis

15. Discuss, consider and take appropriate action on the reappointment of Laurie Carlson to fill Place #5 on the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

16. Discuss, consider and take appropriate action on the reappointment of Judy Lawler Pokorny to fill Place #4 on the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

17. Discuss, consider and take appropriate action on the reappointment of Feliza Conway to fill Place #3 on the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

18. Discuss, consider and take appropriate action on the reappointment of Jason Shaw to fill Place #3 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

19. Discuss, consider and take appropriate action on the reappointment of Dan Clark to fill Place #2 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

20. Discuss, consider and take appropriate action on the reappointment of Carrie Van Meeteren to fill Place #1 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

21. Discuss, consider, and take appropriate action on appointing Monica Ingalsbe as a Board Commissioner for ESD #10 beginning January 1, 2025, through December 31, 2027.

22. Discuss, consider, and take appropriate action on appointing Rob Bredahl to the ESD #10 Board of Directors for a two-year term beginning January 1, 2025, through December 31, 2027.

23. Discuss, consider, and take appropriate action on appointing Janet Hage to the ESD #5 Board of Directors for a two-year term beginning January 1, 2025, through December 31, 2027.

24. Discuss, consider, and take appropriate action on appointing Henry Gideon to the ESD #3 Board of Directors for a two-year term beginning January 1, 2025, through December 31, 2027.

25. Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY24 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

26. Discuss, consider and take appropriate action on approval and signature authorization of an Interlocal Cooperation Contract amendment between Williamson County and Texas Parks and Wildlife Department regarding the proposed amendments to the Regional Habitat Conservation Plan.

27. Discuss, consider, and take appropriate action on approving the Addendum for Services Contract #202574, between Williamson County and Data Projections, Inc. for Preventative / Audio Visual Health Check in all courtrooms in the amount of $79,800.00 pursuant to Cooperative Contract TIPS #230105 and authorize execution of the agreement.

28. Discuss, consider, and take appropriate action on approving the Counseling Services Funding Agreement #202562 between Williamson County and Fostering Hope Austin for providing parenting strategies and counseling to participants in the Family Recovery Court Program. In the amount of $7,250.00, exempting the purchase from competitive bidding requirements under Texas Local Government Code § 262.024 (a)(4) a personal or professional service, and authorizing the execution of the agreement.

29. Discuss, consider and take appropriate action on Agreement #202565 for software and support services between Codex Corporation d/b/a Guardian RFID and Williamson County previously approved November 1, 2022, under Agenda Item #11 via BuyBoard Contract #669-22 for the amount of $60,729.76.

30. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019 for Smith Branch Flood Control Near Juvenile Justice Center. Funding source: P519

31. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB County Road Seal Coat FY 25 Improvements, under IFB #25IFB16.

32. Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization No 2 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020 for CR 255 Environmental Services. This supplemental is to increase the maximum amount payable to $69,291.32. Funding source: P546.

33. Discuss, consider and take appropriate action to authorize the County Judge to execute a resolution approving the submittal of multiple project applications in response to the CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) funding programs, with a commitment to contribute to the local match if a project is selected for funding. Funding Source: LRTP, Road and Bridge Funds or 2023 Road Bond (if applicable).

34. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7A Section 4 subdivision – Precinct 2.

REGULAR AGENDA

35. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Evan Michael Marks) 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.

36. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Giovanni Lococo Jr.) 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.

37. Discuss, Consider, and take appropriate action on recognizing Williamson County ESD #5 Commissioner Barry Cryer, for his services to the Williamson County ESD #5

38. Discuss, consider, and take appropriate action on recognizing Williamson County ESD #10 Commissioner Bob Avant for his service to the Williamson County ESD #10.

39. Discuss, consider, and take appropriate action on recognizing Williamson County ESD #3 Commissioner Bill Brown for his service to ESD #3.

40. Discuss, consider, and take appropriate action on recognizing an agreement between the Taylor Economic Development Corporation (TEDC) and Cowboy Broadcasting Network, LLC whereby the 98.5FM KRXT Radio Station will be relocating to downtown Taylor

41. Discuss and take appropriate action on the Community Development Block Grant program's 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

42. Discuss, consider, and take appropriate action to add a Williamson County In Service Day, designated for employees to attend the Williamson County Annual Employee Benefit Fair.

43. Discuss, consider, and take appropriate action on approval of Amendment #1 to the InfoArmor, Inc. Service Agreement to supplement the employee benefit plan with the AIP Pro+Cyber option to provide an additional benefit plan option for cybersecurity coverage for at $10.95 per participant, per month and $18.95 per participant and family, per month, and authorize the County Judge to sign the same.

44. Discuss and consider taking appropriate action to authorize the Renewal Amendment for Optum Employee Assistance Program, with United HealthCare Services, Inc. (UHC) effective January 1, 2025, to December 31, 2025, and authorizing the execution of the amendment.

45. Discuss and consider taking appropriate action to authorize the Renewal Amendment #8 for United HealthCare Services, Inc. Administrative Services Agreement January 1, 2025, to December 31, 2025, and allow the amendment to be executed.

46. Discuss, consider, and take appropriate action on the disposal of county assets through trade-in (quote attached) pursuant to Tex. Local Gov’t Code 263.152(2) and the purchase of six (6) Ambulances – Wheeled Coach Ford F450 Type 1 from Siddons Martin Emergency Group, LLC in the amount of $2,068,658.00 through the purchasing Cooperative HGAC contract #AM10-23 (EMS) and authorize the execution of the purchase contract.

47. Discuss, consider, and take appropriate action on a Two (2) Year Medical Equipment Maintenance Agreement for the EMS Department, in the amount of $293,668.20, to be billed annually in the amount of $146,834.10, between Stryker Sales LLC and Williamson County, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.

48. Discuss, consider and take appropriate action on the Grants Management form and request of County Court at Law #2 to apply for a Texas Bar Foundation grant to support the specialty treatment court Misdemeanor DWI/Drug Court.

49. Discuss, consider, and take appropriate action on a Tender & Settlement Agreement between Texas Fifth Wall Roofing Systems, Inc., Continental Casualty Company, and Williamson County, Texas relating to the Contract for Construction dated effective October 24, 2023, for the CJC North Roof Replacement Project.

50. Discuss, consider, and take appropriate action on awarding RFCSP #24RFCSP68 CJC North Roof Replacement to RYCARS Construction, LLC, in the maximum amount payable of Six Hundred Fifty Thousand, Seven Hundred Fifteen Dollars ($650,715.00) and authorize execution of the agreement. The funding source is P615.

51. Discuss, consider, and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA) for $1,253.

52. Discuss, consider, and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

53. Discuss, consider, and take appropriate action on approving allocating $2,042,496 of ARPA Funding to the City of Granger in relation to Utility Improvements.

54. Discuss, consider, and take appropriate action authorizing the filing of a Complaint for Declaratory Judgment and Injunctive Relief against the Department of the Interior (“Department”), the U.S. Fish and Wildlife Service (“Service”), and other necessary parties for violations of the Administrative Procedure Act and the Endangered Species Act (“ESA”) in connection with designation of critical habitat for ESA-listed species; specifically, the Department and the Service’s unlawful promulgation of the final rule designating critical habitat for the Georgetown salamander (Eurycea naufragia) and Salado salamander (Eurycea chisholmensis) in Williamson County, Texas.

55. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to General Fund Revenue.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursement	$12,500.00

56. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Parks Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.004510	Facility Repairs	$12,500.00

57. Discuss, consider and take appropriate action on authorizing an Amendment for Work Order with Unified Enterprise Support Services from Microsoft Corp, Agreement #202517, under vendor contract #U9038431 with the Texas Department of Information Resources contract DIR-CPO-4911, approved by CC on 10.8.2024 Agenda Item #31 for an additional engagement in the amount of $26,860.00, and authorizing the execution of the Amendment.

58. Discuss, consider and take appropriate action on approving Agreement #202578 for Annual Public Safety Maintenance between Williamson County and Superion LLC, a Central Square Technologies Company, in the amount of $608,523.97 for one year and exempting the purchase from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

59. Discuss, consider and take appropriate action on the departments that will report to the County Manager's Office.

60. 9:30 am Conduct public hearing related to a request from the County Manager's Office to add additional funding for new positions approved during the FY2025 Budget Process from Non-Departmental to the Death Inquest Departmental Budget for the position of Death Inquest Investigators (2) and Senior Death Inquest Investigators (2) and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

61. Discuss, consider and take appropriate action on a reclassification and additional funding for PCN's 2208, 2209, and 2210 - Death Inquest Investigators and PCN 2207 - Senior Death Inquest Investigator.

62. Discuss, consider and take appropriate action on a line item transfer for Death Inquest Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	$22,586.76
From	0100.0409.001100	Full Time Salaries	$20,404.45
From	0100.0409.002010	FICA	$1,560.94

From	0100.0409.002020	Retirement	$3,274.91
To	0100.0566.001100	Full Time Salaries	$38,663.75
To	0100.0566.002010	FICA	$2,957.78
To	0100.0566.002020	Retirement	$6,205.53

63. Discuss, consider and take appropriate action on a new policy regarding political and social expression for officials and employees while using Willimason County property.

64. Discuss, consider and take appropriate action on approval of the Amendment to contract #23RFP11 with Allied Electric Services, Inc, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

65. Discuss, consider and take appropriate action on approval of the Amendment with GenServe, LLC for contract #23RFP64 Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair & Rental Services, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

66. Discuss, consider and take appropriate action on approval of the Amendment with Blackhawk Fire and Safety, LLC for contract #23RFP50 Maintenance and Repair Services and Inspection and Testing of Environmental Systems Technology (EST) Brand Devices, and contract 23RFP51 Maintenance and Repair Services and Inspection and Testing of Honeywell Brand Devices, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

67. Discuss, consider, and take appropriate action on authorizing construction contract #202579 between Brandt Company, LLC and Williamson County for the HHW Boilers Install at Williamson County Lake Creek Annex, in the amount of Three Hundred One Thousand Three Hundred Forty-Six Dollars ($301,346.00), pursuant to Choice Partners – Contract Number #CSP-22-049MF and execution of the agreement.

68. Discuss, consider, and take appropriate action on authorizing the Amendment to the CC approved 10.29.2024 Agenda Item #19 services contract #202551 between Johnson Controls Fire Protection LP and Williamson County for the Project at Inner Loop Annex, pursuant to Cooperative Sourcewell – Contract Number #030427-JHN and authorizing the execution of the amendment.

69. Discuss, consider, and take appropriate action on authorizing the Construction Services agreement #202580 between Novium Group, LLC and Williamson County for the Jester Annex LED Lighting, in the amount of One Hundred Forty-Seven Thousand, Nine Hundred Five Dollars and 35/100 ($147,905.35) pursuant to TIPS contract 210205 and execution of the agreement.

70. Discuss, consider, and take appropriate action on awarding a contract for Williamson County Materials Testing and Geotechnical Engineering services through RFSQ #24RFSQ12 Alliance Engineering Group, 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.

71. Discuss, consider and take appropriate action approving a letter agreement with Theron and Ellie Vaughan to acquire a waterline easement for Jarrell-Schwertner Water Supply Corporation totaling 0.1394 acres and an electric easement for Bartlett Electric totaling 0.1394 acres for the CR 314 project (Parcels 20E, 21E, 20EE and 21EE). Funding Source: Bonds P364

72. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Cedar Park for the design and construction of a shared-use path and pedestrian bridge between the City's Lakeline Park and the Brushy Creek Regional Trail. Funding Source: Park Bonds P554

73. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Ronald Reagan Widening Segment B project contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P336 Fund Source: Road Bonds

74. Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

75. Discuss, consider, and take appropriate action on awarding IFB #25IFB2 Commercial Lime Slurry, Hydrated Lime Slurry and Quicklime to the only bidder, Lhoist North America of Texas LLC.

76. Discuss, consider, and take appropriate action on Supplemental Agreement No. 2 for Geotechnical/Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the new Wilco headquarters (P577).

77. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Houston-Taylor Capital Investments, LLC and the proposed Williamson County Municipal Utility District No. 48.

78. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Houston-Taylor Capital Investments, LLC and the proposed Williamson County Municipal Utility District No. 50.

79. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, SV2 Liberty, LLC and the proposed Williamson County Municipal Utility District No. 56.

80. Discuss, consider and take appropriate action on a letter of support for the City of Georgetown’s Austin Avenue design project CAMPO funding application.

81. Discuss, consider and take appropriate action on a letter of support for the City of Georgetown’s Austin Avenue Roundabout project CAMPO funding application.

82. Discuss, consider and take appropriate action on a letter of support for the City of Georgetown's FM 971/Weir Rd Shared Use Path project CAMPO funding application.

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)."

83. 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: Bud Stockton Dr.
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 Arterial 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

84. 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 Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

85. 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. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. 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
3. 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
4. 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
5. 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
6. 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
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. 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
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
15. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas

17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. Claims:

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
4. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project.
5. Legal discussions relating to social and political expressions in the workplace.
6. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSFR).
7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
8. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
9. Legal matters and statutory authority of Williamson County regarding budgetary amendments by the Board of Directors of the Williamson Central Appraisal District (Tax Code Sec. 6.06) for purposes of appraisal funding.
10. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

86. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

87. 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).

REGULAR AGENDA (continued)

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

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. 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
3. 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
4. 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
5. 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

6. 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

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

8. 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

9. 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

10. 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

11. 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

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

13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

14. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas

15. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division

16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas

17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. Claims:

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
4. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project.
5. Legal discussions relating to social and political expressions in the workplace.
6. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSFR).
7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
8. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
9. Legal matters and statutory authority of Williamson County regarding budgetary amendments by the Board of Directors of the Williamson Central Appraisal District (Tax Code Sec. 6.06) for purposes of appraisal funding.
10. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

89. Discuss, consider and take appropriate action regarding the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

90. Comments from Commissioners.

91. 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 December 2024 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 12/10/2024

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 Training & Conferences and Contract Services.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005700	Vehicles	$17,873.43
To	0100.0509.004232	Training & Conferences	$11,643.19
To	0100.0509.004500	Contract Services	$6,230.24

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 03:20 PM
Budget Office	Saira Hernandez	12/05/2024 08:13 AM
Form Started By: Gina Wrehsnig		Started On: 12/03/2024 10:38 AM
Final Approval Date: 12/05/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 12/10/2024

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 the Public Affairs Office.

Background

An e-mail from the Public Affairs Office was received stating they inadvertently missed the first invoice notice. When ETC (the company providing consulting for the countywide survey) sent the second notice, they believed this was the last payment and were waiting on the final report. This is an FY2024 invoice to be paid out of FY2024 funding. FY25 funding is not sufficient to cover this.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$13,300
TO	0100-0406-004100	Public Affairs/Professional Sv	$13,300

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/21/2024 02:44 PM
Form Started By: Ashlie Holladay		Started On: 11/21/2024 10:24 AM
Final Approval Date: 11/21/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/10/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	12/05/2024 08:19 AM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:20 PM
Form Started By: Kayla Marek		Started On: 12/04/2024 03:55 PM
Final Approval Date: 12/06/2024		

Organization	Position	Emp Num	Current Annual Salary	Annual Merit Amt
911 Communications	Telecommunications Officer.1672.001100.	17028	$59,010.00	$1,327.73
911 Communications	Telecommunications Officer.0138.001100.	17027	$59,010.00	$1,327.73
COMM COURT - GRANTS	CCG CA Attorney I.2006.001100.	17155	$74,454.12	$2,233.66
COMM COURT - GRANTS	CCG CA Civil Attorney.2009.001100.	16788	$105,198.08	$3,155.88
County Auditor	Internal Auditor II.0644.001100.	17177	$70,983.38	$2,129.40
County Judge	Information Aide.1901.001100.	17159	$36,420.80	$1,092.62
Emergency Medical Services	Sr Administrative Spec.2120.001100.	16764	$44,273.05	$664.10
Juvenile Grant	Counselor II Grant.1664.001100.	17067	$64,892.10	$1,946.88
Juvenile Services	Juv Supervision Offcr II.1091.001100.	16989	$50,593.92	$2,529.70
Juvenile Services	Juv Supervision Offcr I.1107.001100.	17058	$45,822.40	$2,291.12
Juvenile Services	Juv Supervision Offcr I.1088.001100.	17076	$45,822.40	$2,291.12
Juvenile Services	Juv Supervision Offcr I.1115.001100.	17087	$45,822.40	$2,291.12
Juvenile Services	Juv Supervision Offcr I.1127.001100.	17083	$45,822.40	$2,291.12
Unified Road Systems	Operator I.1572.001100.	17185	$44,290.00	$1,175.95
Unified Road Systems	Inspector I.1573.001100.	17192	$58,183.03	$1,745.47

Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
2.25	$60,337.72	-	MERIT	20-Dec-24
2.25	$60,337.72	-	MERIT	20-Dec-24
3.00	$76,687.78	-	MERIT	6-Dec-24
3.00	$108,353.96	-	MERIT	6-Dec-24
3.00	$73,112.78	-	MERIT	6-Dec-24
3.00	$37,513.42	-	MERIT	6-Dec-24
1.50	$44,937.15	-	MERIT	6-Dec-24
3.00	$66,838.98	-	MERIT	20-Dec-24
5.00	$53,123.62	-	MERIT	20-Dec-24
5.00	$48,113.52	-	MERIT	20-Dec-24
5.00	$48,113.52	-	MERIT	20-Dec-24
5.00	$48,113.52	-	MERIT	3-Jan-25
5.00	$48,113.52	-	MERIT	3-Jan-25
2.66	$45,465.95	-	MERIT	20-Dec-24
3.00	$59,928.50	-	MERIT	20-Dec-24

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0581	001100	2,655.46	
01	0100	0581	002010	203.14	
01	0100	0581	002020	426.20	
01	0100	8004	001130		2,655.46
01	0100	8004	002010		203.14
01	0100	8004	002020		426.20
01	0100	0495	001100	2,129.40	
01	0100	0495	001130		2,129.40
01	0100	0400	001100	1,092.62	
01	0100	0400	001130		1,092.62
01	0100	0540	001100	664.10	
01	0100	0540	002010	50.80	
01	0100	0540	002020	106.59	
01	0100	8004	001130		664.10
01	0100	8004	002010		50.80
01	0100	8004	002020		106.59
01	0100	0576	001100	13,641.06	
01	0100	0576	001130		13,641.06
01	0200	0210	001100	2,921.42	
01	0200	0210	001130		2,921.42

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
0576 - Juvenile Services	1175	17244	$47,980.63	$47,980.63	$58,123.37	$54,698.77	$3,424.60	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1175 to PCN 1052	12/6/2024
0576 - Juvenile Services	1052	VACANT	N/A	N/A	$46,075.40	$49,500.00	N/A	$3,424.60	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1175 to PCN 1052	12/6/2024
0210 - Unified Road Systems	1518	15994	$61,131.20	$61,131.20	$63,237.88	$61,131.20	$2,106.68	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1518, PCN 1516 & PCN 1559 to PCN 2198	12/20/2024
0210 - Unified Road Systems	1516	17153	$45,465.95	$45,465.95	$46,337.70	$45,507.54	$830.16	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1518, PCN 1516 & PCN 1559 to PCN 2198	12/20/2024
0210 - Unified Road Systems	1559	16301	$52,168.02	$52,168.02	$53,506.45	$52,168.02	$1,338.43	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1518, PCN 1516 & PCN 1559 to PCN 2198	12/20/2024

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
0210 - Unified Road Systems	2198	Vacant	N/A	N/A	$61,724.73	$66,000.00	N/A	$4,275.27	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1518, PCN 1516 & PCN 1559 to PCN 2198	12/20/2024
0495 - County Auditor	0631	Vacant	N/A	N/A	$53,739.37	$51,683.71	$2,055.66	N/A	Reallocation of position budget to facilitate hire/internal promotion as allowed by policy. Surplus salary from PCN 0631 to PCN 2096	12/6/2024
0495 - County Auditor	2096	Vacant	N/A	N/A	$49,628.05	$51,683.71	N/A	$2,055.66	Reallocation of position budget to facilitate hire/internal promotion as allowed by policy. Surplus salary from PCN 0631 to PCN 2096	12/6/2024
0385 - County Clerk Records	0691	17270	$41,600.00	$41,600.00	$43,197.28	$41,600.00	$1,597.28	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0691 to PCN 0686 and 0684	12/20/2024
0385 - County Clerk Records	0686	Vacant	N/A	N/A	$41,522.79	$42,321.43	N/A	$798.64	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0691 to PCN 0686 and 0684	12/20/2024
0385 - County Clerk Records	0684	Vacant	N/A	N/A	$41,522.96	$42,321.60	N/A	$798.64	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0691 to PCN 0686 and 0684	12/20/2024

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

Commissioners Court - Regular Session **6.**

Meeting Date: 12/10/2024

JP2 Additional Cash for Cash Drawers

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action to add another $150.00 to three cash drawers, total cash amount requested $450.00, for the Justice Court PCT 2 Office.

Background

Due to the amount of cash taken in person at the JP2 office, additional cash is needed in the cash drawers to be able to make change for transactions, and limit the number of trips to the bank for change.

Missing Custom Expenditures Program, please contact Destiny Software

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:57 PM
Form Started By: Melissa East		Started On: 12/05/2024 10:22 AM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **7.**

Meeting Date: 12/10/2024

Tax Collection Agreement

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No 38 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 38 require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/04/2024 12:19 PM
County Judge Exec Asst.	Delia Colon	12/04/2024 03:45 PM
Form Started By: Mary Greenway		Started On: 12/04/2024 10:35 AM
Final Approval Date: 12/04/2024		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS Williamson County Municipal Utility District No. 38 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District No. 38, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed effective as of November 18, 2024.

COUNTY OF WILLIAMSON

Bill Gravell, County Judge
County of Williamson

Larry Gaddes, Tax Assessor/Collector,
County of Williamson

Erik Lara, President
Williamson County Municipal Utility District No. 38

Commissioners Court - Regular Session **8.**

Meeting Date: 12/10/2024

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 to view details.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November VSC Asset Report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 07:12 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 10:47 AM
Form Started By: Koren Shannon		Started On: 12/02/2024 03:18 PM
Final Approval Date: 12/05/2024		

Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1GNLCDECXJR252941
Make	CHEVROLET
Model	TAHOE
Year	2018
License Plate	1370510
Equipment Unit Number	SB1864
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
Department Authorized Signer	James David
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 11/4/2024 8:17 AM
Receiving Department Signature	✗
Approvals	
Budget Office Signature Acknowledgement	✓ Ashlie Holladay 11/4/2024 8:57 AM
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 11/4/2024 9:10 AM
Authorizing Risk Employee Signature	✓ Kristin McGrath 11/4/2024 9:27 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 11/5/2024 8:34 AM
Purchasing Department Signature	✓ Koren Shannon 12/2/2024 3:15 PM 8.0
Enter Agenda Date:	12/10/2024

Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1GNLCDECXHR236569
Make	CHEVROLET
Model	TAHOE
Year	2017
License Plate	1336525
Equipment Unit Number	SB1723
Does vehicle have a toll TAG?	No

Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	NOT MECHANICALLY SOUND
Department	560 - Sheriffs Office
Department Authorized Signer	James David
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 10/30/2024 4:11 PM
Receiving Department Signature	✖
Approvals	
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 10/31/2024 9:38 AM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/4/2024 11:40 AM
Authorizing Risk Employee Signature	✔ Kristin McGrath 11/4/2024 11:51 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 11/5/2024 8:36 AM
Purchasing Department Signature	✔ Koren Shannon 12/2/2024 3:14 PM 8.0
Enter Agenda Date:	12/10/2024

Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	see notes
Make	MERCURY
Model	AA430055M
Year	2010
License Plate	551467k
Equipment Unit Number	SV1051 SOM1150 SF1148
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
Department Authorized Signer	James David
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ James David 11/12/2024 9:51 AM
Receiving Department Signature	✖
Approvals	
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 11/12/2024 9:55 AM

Authorized Fleet Staff Digital Signature	✔ Kevin Teller 11/12/2024 2:31 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 11/14/2024 11:22 AM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 11/14/2024 11:57 AM
Purchasing Department Signature	✔ Koren Shannon 12/2/2024 3:11 PM 8.0
Enter Agenda Date:	12/10/2024

Commissioners Court - Regular Session **9.**

Meeting Date: 12/10/2024

Amendment to the Records Management Order

Submitted By: Jacqueline Lentz, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the County Judge to execute an Amendment to the Records Management Order to change the designation of the Records Management Officer.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Records Management Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:06 PM
Form Started By: Jacqueline Lentz		Started On: 11/26/2024 02:02 PM
Final Approval Date: 12/02/2024		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

AMENDMENT TO RECORDS MANAGEMENT ORDER

That on this, the 10th day of December 2024, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

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

Where, among other matters, came up for consideration and adoption the following AMENDED ORDER:

WHEREAS, Title 6, subtitle C, Local Government Code (Local Government Records Act) provides that a Texas County must establish by ORDER an active and continuing records management program to be administered by a Records Management Officer in relation to the records of its non-elected county offices and/or departments;

WHEREAS, on the 10th of May, 2011, the Commissioners Court of Williamson County adopted an ORDER to prescribe policies and procedures consistent with the Local Government Records Act; and

WHEREAS, Williamson County finds it necessary to amend the previous designation of a Records Management Officer to ensure the efficient management of county records and compliance with the Local Government Records Act;

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

SECTION 5 SHALL BE AMENDED AS FOLLOWS:

> **DESIGNATION OF RECORDS MANAGEMENT OFFICER**. The Warehouse Manager of Williamson County Information Technology Services, and the successive holders of said position, shall serve as Records Management Officer for Williamson County. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

All other sections of the ORDER which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

The forgoing AMENDED ORDER was lawfully adopted by the Commissioners Court.

_____

Bill Gravell Jr., Williamson County Judge

The State of Texas }
} Know All Men By These
Presents:
County of Williamson }

That on this, the 10th day of May, A. D. 2011, the Commissioners Court of Williamson County, Texas, met in duly called and convened lawful Session at the County Courthouse in Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge, Presiding,
Lisa Birkman, Commissioner Precinct One,
Cynthia Long, Commissioner Precinct Two,
Valerie Covey, Commissioner Precinct Three, and
Ron Morrison, Commissioner Precinct Four

where, among other matters, came up for consideration and adoption the following ORDER:

WHEREAS, Title 6, subtitle C, Local Government Code (Local Government Records Act) provides that a Texas County must establish by ORDER an active and continuing records management program to be administered by a Records Management Officer in relation to the records of its non-elected county offices and/or departments; and

WHEREAS, the Williamson County desires to adopt a ORDER for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping;

NOW THEREFORE:

BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS

SECTION 1. DEFINITION OF RECORDS OF WILLIAMSON COUNTY NON-ELECTED OFFICES AND/OR DEPARTMENTS (hereinafter "Non-Elected Williamson County Office(s)"). All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, crated or received by Williamson County or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the records of Williamson County and shall be created, maintained, and disposed of in accordance with the provisions of this ORDER or procedures authorized by it and in no other manner.

SECTION 2. ADDITIONAL DEFINITIONS. (1) "Department head" means the non-elected officer who by ordinance, order, or administrative policy is in charge of a non-elected office of Williamson County that creates or receives records.

(2) "Essential record" means any record of Williamson County necessary to the resumption or continuation of operations of Williamson County in an emergency or disaster, to the recreation of the legal and financial status of Williamson County, or to the protection and fulfillment of obligations to the people of the state.

(3) "Permanent record" means any record of Williamson County for which the retention period on a records control schedule is given as permanent.

(4) "Records control schedule" means a document prepared by or under the authority of the Records Management Officer listing the records maintained by Williamson County, their retention periods, and other records disposition information that the records management program may require.

(5) "Records management" means the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing the costs and improving the efficiency of recordkeeping. The term includes the development of records control schedules, the management of filing and information retrieval systems, the protection of essential and permanent records, the economical and space-effective storage of inactive records, control over the creation and distribution of forms, reports, and correspondence, and the management of micrographics and electronic and other records storage systems.

(6) "Records liaison officers" mean the persons designated under Section 10 of this ORDER.

(7) "Records management committee" means the committee established in Section 6 of this ORDER.

(8) "Records management officer" means the person designated in Section 5 of this ORDER.

(9) "Records management plan" means the plan developed under Section 7 of this ORDER.

(10) "Retention period" means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.

SECTION 3. NON-ELECTED WILLIAMSON COUNTY OFFICE RECORDS DECLARED PUBLIC PROPERTY. All Non-Elected Williamson County Office records as defined in Sec. 1 of this ordinance are hereby declared to be the property of the Williamson County. No Non-Elected Williamson County Office official or employee has, by virtue of his or her position, any personal or property right to such records even though

he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 4. POLICY. It is hereby declared to be the policy of Williamson County to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all Non-Elected Williamson County Office records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Texas Local Government Records Act and accepted records management practice.

SECTION 5

DESIGNATION OF RECORDS MANAGEMENT OFFICER. The Senior Office Manager of Williamson County Information Technology Services, and the successive holders of said position, shall serve as Records Management Officer for Williamson County. As provided by state law, each successive holder of the office shall file his or her name with the director and librarian of the Texas State Library within thirty days of the initial designation or of taking up the office, as applicable.

SECTION 6. ESTABLISHMENT OF RECORDS MANAGEMENT COMMITTEE; DUTIES. A Records Management Committee consisting of the following is hereby established:

Williamson County Judge
Williamson County Auditor
Williamson County Information Technology Services Director
Williamson County Emergency Services Director

The committee shall:

(a) assist the Records Management Officer in the development of policies and procedures governing the records management program;

(b) review the performance of the program on a regular basis and propose changes and improvements if needed;

(c) review and approve records control schedules submitted by the Records Management Officer;

(d) give final approval to the destruction of records in accordance with approved records control schedules; and

(e) actively support and promote the records management program throughout Williamson County.

SECTION 7. RECORDS MANAGEMENT PLAN TO BE DEVELOPED; APPROVAL OF PLAN; AUTHORITY OF PLAN. (a) The Records Management Officer and the Records Management Committee shall develop a records management plan for Williamson County for submission to the Williamson County Commissioners Court. The plan must contain policies and procedures designed to reduce the costs and improve the efficiency of recordkeeping, to adequately protect the essential records of the Non-Elected Williamson County Offices, and to properly preserve those records of the Non-Elected Williamson County Offices that are of historical value. The plan must be designed to enable the Records Management Officer to carry out his or her duties prescribed by state law and this ORDER effectively.

(b) Once approved by the Williamson County Commissioners Court, the records management plan shall be binding on all non-elected offices, departments, divisions, programs, commissions, bureaus, boards, committees, or similar entities of the Non-Elected Williamson County Offices and records shall be created, maintained, stored, microfilmed, or disposed of in accordance with the plan.

(c) State law relating to the duties, other responsibilities, or recordkeeping requirements of a department head do not exempt the department head or the records in the department head's care from the application of this ORDER and the records management plan adopted under it and may not be used by the department head as a basis for refusal to participate in the records management program of Williamson County.

SECTION 8. DUTIES OF RECORDS MANAGEMENT OFFICER. In addition to other duties assigned in this ORDER, the Records Management Officer shall:

(1) administer the records management program and provide assistance to department heads in its implementation;

(2) plan, formulate, and prescribe records disposition policies, systems, standards, and procedures;

(3) in cooperation with department heads identify essential records and establish a disaster plan for each Non-Elected Williamson County Office to ensure maximum availability of the records in order to re-establish operations quickly and with minimum disruption and expense;

(4) develop procedures to ensure the permanent preservation of the historically valuable records of the Non-Elected Williamson County Offices;

(5) establish standards for filing and storage equipment and for recordkeeping supplies;

(6) study the feasibility of and, if appropriate, establish a uniform filing system and a forms design and control system for Williamson County;

(7) provide records management advice and assistance to all Non-Elected Williamson County Offices by preparation of a manual or manuals of procedure and policy and by on-site consultation;

(8) monitor records retention schedules and administrative rules issued by the Texas State Library and Archives Commission to determine if the records management program and records control schedules for the Non-Elected Williamson County Offices are in compliance with state regulations;

(9) disseminate to the Non-Elected Williamson County Offices and department heads information concerning state laws and administrative rules relating to local government records;

(10) instruct Records Liaison Officers and other personnel in policies and procedures of the records management plan and their duties in the records management program;

(11) direct Records Liaison Officers or other personnel in the conduct of records inventories in preparation for the development of records control schedules as required by state law and this ORDER;

(12) ensure that the maintenance, preservation, microfilming, destruction, or other disposition of the Non-Elected Williamson County Offices records is carried out in accordance with the policies and procedures of the records management program and the requirements of state law;

(13) maintain records on the volume of records destroyed under approved records control schedules, the volume of records microfilmed or stored electronically, and the estimated cost and space savings as the result of such disposal or disposition;

(14) report annually to the Williamson County Commissioners Court on the implementation of the records management plan in each department of Williamson County, including summaries of the statistical and fiscal data compiled under Subsection (13); and

(15) bring to the attention of the Williamson County Commissioners Court non-compliance by department heads or other the Non-Elected Williamson County Office personnel with the policies and procedures of the records management program or the Local Government Records Act.

SECTION 9. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS. In addition to other duties assigned in this ORDER, department heads shall:

(1) cooperate with the Records Management Officer in carrying out the policies and procedures established in Williamson County for the efficient and economical management of records and in carrying out the requirements of this ORDER;

(2) adequately document the transaction of government business and the services, programs, and duties for which the department head and his or her staff are responsible; and

(3) maintain the records in his or her care and carry out their preservation, microfilming, destruction, or other disposition only in accordance with the policies and procedures of the records management program of Williamson County and the requirements of this ORDER.

SECTION 10. DESIGNATION OF RECORDS LIAISON OFFICERS. Each department head shall designate a member of his or her staff to serve as Records Liaison Officer for the implementation of the records management program in the department. If the Records Management Officer determines that in the best interests of the records management program more than one Records Liaison Officer should be designated for a department, the department head shall designate the number of Records Liaison Officers specified by the Records Management Officer. Persons designated as Records Liaison Officers shall be thoroughly familiar with all the records created and maintained by the department. In the event of the resignation, retirement, dismissal, or removal by action of the department head of a person designated as a Records Liaison Officer, the department head shall promptly designate another person to fill the vacancy. A department head may serve as Records Liaison Officer for his or her department.

SECTION 11. DUTIES AND RESPONSIBILITIES OF RECORDS LIAISON OFFICERS. In addition to other duties assigned in this ORDER, Records Liaison Officers shall:

(a) conduct or supervise the conduct of inventories of the records of the department in preparation for the development of records control schedules;

(b) in cooperation with the Records Management Officer coordinate and implement the policies and procedures of the records management program in their departments; and

(c) disseminate information to department staff concerning the records management program.

SECTION 12. RECORDS CONTROL SCHEDULES TO BE DEVELOPED; APPROVAL; FILING WITH STATE. (a) The Records Management Officer, in cooperation with department heads and Records Liaison Officers, shall prepare records control schedules on a department by department basis listing all records created or received by the department and the retention period for each record. Records control schedules shall also contain such other information regarding the disposition of Non-Elected Williamson County Office records as the records management plan may require.

(b) Each records control schedule shall be monitored and amended as needed by the Records Management Officer on a regular basis to ensure that it is in compliance with records retention schedules issued by the state and that it continues to reflect the

recordkeeping procedures and needs of the department and the records management program of Williamson County.

(c) Before its adoption a records control schedule or amended schedule for a department must be approved by the department head and the members of the Records Management Committee.

(d) Before its adoption a records control schedule must be submitted to and accepted for filing by the director and librarian as provided by state law. If a schedule is not accepted for filing, the schedule shall be amended to make it acceptable for filing. The Records Management Officer shall submit the records control schedules to the director and librarian.

SECTION 13. IMPLEMENTATION OF RECORDS CONTROL SCHEDULES; DESTRUCTION OF RECORDS UNDER SCHEDULE. (a) A records control schedule for a department that has been approved and adopted under Section 12 shall be implemented by department heads and Records Liaison Officers according to the policies and procedures of the records management plan.

(b) A record whose retention period has expired on a records control schedule shall be destroyed unless an open records request is pending on the record, the subject matter of the record is pertinent to a pending law suit, or the department head requests in writing to the Records Management Committee that the record be retained for an additional period.

(c) Prior to the destruction of a record under an approved records control schedule, authorization for the destruction must be obtained by the Records Management Officer from the Records Management Committee.

SECTION 14. DESTRUCTION OF UNSCHEDULED RECORDS. A record that has not yet been listed on an approved records control schedule may be destroyed if its destruction has been approved in the same manner as a record destroyed under an approved schedule and the Records Management Officer has submitted to and received back from the director and librarian an approved destruction authorization request.

SECTION 15. RECORDS CENTER. A records center, developed pursuant to the plan required by Section 7, shall be under the direct control and supervision of the Records Management Officer. Policies and procedures regulating the operations and use of the records center shall be contained in the records management plan developed under Section 7.

SECTION 16. MICROGRAPHICS. Unless a micrographics program in a department is specifically exempted by order of the Williamson County Commissioners Court, all microfilming of records will be centralized and under the direct supervision of the Records Management Officer. The records management plan will establish policies and procedures for the microfilming of the Non-Elected Williamson County Office records, including policies to ensure that all microfilming is done in accordance with standards and procedures for the microfilming of local government records established in rules of

the Texas State Library and Archives Commission. The plan will also establish criteria for determining the eligibility of records for microfilming, and protocols for ensuring that a microfilming program that is exempted from the centralized operations is, nevertheless, subject to periodic review by the records management officer as to cost-effectiveness, administrative efficiency, and compliance with commission rules.

The foregoing Order was lawfully moved by Commissioner Birkman, duly seconded by Commissioner Covey, and duly adopted by the Commissioners Court on a vote of 5 members for the motion and 0 opposed.

Dan A. Gattis, Williamson County Judge

Attest:

Nancy E. Rister

Nancy Rister, Williamson County Clerk

Commissioners Court - Regular Session **10.**

Meeting Date: 12/10/2024

County Attorney October 2024 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

october report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:14 PM
Form Started By: Stephanie Lloyd		Started On: 12/05/2024 09:30 AM
Final Approval Date: 12/06/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

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

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	01-Oct-2024	34926	REC 2023-4099; 9/26/2024	$ 781.00
			02-Oct-2024	34932	REC 2023-1962, 2023-4383, 2024-1167; 10/1/2024	$ 2,058.00
			15-Oct-2024	34982	2019-5844, 2023-2720, 2023-4208; 10/15/2024	$ 240.00
			22-Oct-2024	35010	RESTITUTION: 2023-4015, 2024-0385, 2024-1300, 2024-2019	$ 1,000.00
		CO ATTY 2	24-Oct-2024	35021	REC 2023-2620; 10/22/2024	$ 874.32
207015 Total						**$ 4,953.32**
341300	0406	CO ATTY HC FEES	08-Oct-2024	34950	HOT CHECK FEES- SEPTEMBER 2024, 10/4/2024	$ 55.00
341300 Total						**$ 55.00**
351000	0364	CO ATTY INTERVENTION	02-Oct-2024	34932	REC 2023-1165, 2023-1886; 10/2/2024	$ 860.00
			04-Oct-2024	34938	10/4/2024; REC 2023-1995, 2023-2710, 2023-2826, 2023-3080, 2023-4015, 2023-4177, 2023-5011, 2024-0383, 2024-1594	$ 4,280.00
			08-Oct-2024	34950	REC 2023-3521, 2023-4015; 10/7/2024	$ 440.00
			10-Oct-2024	34964	REC 2024-1016, 10/9/2024	$ 500.00
			11-Oct-2024	34972	2019-5844, 2022-4261, 2022-4273, 2023-0203, 2023-1211, 2023-2255, 2023-2720, 2023-3797, 2023-3812, 2023-3912, 2023-4124, 2023-4192, 2023-4208, 2023-4546, 2023-5089, 2023-5251, 2023-5452, 2024-0082, 2024-0420, 2024-0423, 2024-0438, 2024-1558	$ 10,020.00
			14-Oct-2024	34978	REC 2023-2473, 2023-4037, 2023-4234, 2024-1391; 10/14/2024	$ 1,580.00
			16-Oct-2024	34985	REC 2023-4755, 2024-0319, 10/16/2024	$ 860.00
			18-Oct-2024	34996	REC 2023-4337, 2023-4462, 2023-4639, 2023-4918, 2024-1167, 2024-1300; 10/18/2024	$ 2,300.00
			21-Oct-2024	35004	REC 2022-3550, 2023-4235, 2023-4607; 10/21/2024	$ 1,360.00
			25-Oct-2024	35023	REC 2032-1016, 2023-2063, 2023-3512, 2023-3646, 2023-4045, 2023-4217, 2023-4320, 2023-4911, 2023-4974, 2023-4980, 2023-5195, 2024-0372, 2024-1810	$ 5,660.00
			28-Oct-2024	35030	REC 2023- 2297, 2023-3197, 2023-3473, 2023-3700, 2024-1512, 2024-3896; 10/28/2024	$ 2,580.00
351000 Total						**$ 30,440.00**
352200	0100	CO ATTY	16-Oct-2024	34985	CAUSE# 23-0580-CC3, 23-0584-CC3, 23-0583-CC3, 23-0577-CC3; 10/10/2024	$ 3,600.00
			29-Oct-2024	35037	CAUSE#'S 23-0693-CC3, 23-0668-CC3, 23-0427-CC3, 23-0514-CC3, 23-0521-CC3, 23-0525-CC3, 23-0522-CC3, 23-0523-CC3, 23-0520-CC3, 23-0066-CC3, 23-0040-CC3, 23-1943-CC3, 23-1325-CC3, 23-0513-CC3	$ 16,164.00
		CO ATTY 1	24-Oct-2024	35021	CK#6023; CAUSE# 23-0581-CC3; ROBERT LAWRENCE GARCIA	$ 2,400.00
					CK#6025; CAUSE# 23-0689-CC3; MARIO ALBERTO MONSIVAS	$ 2,000.00
352200 Total						**$ 24,164.00**
Grand Total						**$ 59,612.32**

Criminal Restitution October 2024

Date	Payor	Amount	Case #	Deposit Date
9/24/2024	Alfonso Pelayo Sanchez	$ 781.00	2023-4099	9/26/2024
		$ 781.00		
Date	Payor	Amount	Case #	Deposit Date
9/26/2024	Jesse T Jones	$ 1,968.00	2023-1962	10/1/2024
9/30/2024	Keinfry Perez Hernandez	$ 30.00	2023-4383	10/1/2024
9/30/2024	John David Paone	$ 60.00	2024-1167	10/1/2024
		$ 2,058.00		
Date	Payor	Amount	Case #	Deposit Date
10/10/2024	Emory Catherine Porter	$ 120.00	2019-5844	10/15/2024
10/10/2024	Joshua Aiden Eisenhower	$ 60.00	2023-2720	10/15/2024
10/10/2024	Ciara Faith Castellanos	$ 60.00	2023-4208	10/15/2024
		$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
10/15/2024	Tyia Avanti Dixon	$ 60.00	2023-4015	10/17/2024
10/15/2024	Scott Andrew Fitzgerald	$ 180.00	2024-0385	10/17/2024
10/16/2024	Brett Michael Durkee	$ 60.00	2024-1300	10/17/2024
10/15/2024	Jay Joseph Ordway	$ 700.00	2024-2019	10/17/2024
		$ 1,000.00		
Date	Payor	Amount	Case #	Deposit Date
10/17/2024	Jada Shannon	$ 874.32	2023-2620	10/22/2024
		$ 874.32		

Disbursement Summary

Hot Check Fees October 2024

TXWILLIAMSONP
ROD

Collection Date Range: **09/01/2024 - 09/30/2024** **Ignore Tender Holds: No**

Final Copy

County Attorney **County Attorney Bank**

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	55.00	0.00	0.00	0.00	55.00

Disbursement Summary Totals	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
	55.00	0.00	0.00	0.00	55.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
24-00027	Fahrig, Rachel (PID #: 2017546)	CHKFEE	30.00	0.00	0.00	0.00	30.00
24-00028	Fahrig, Rachel (PID #: 2017546)	CHKFEE	15.00	0.00	0.00	0.00	15.00
24-00029	Pires, Louisa (PID #: 2017761)	CHKFEE	10.00	0.00	0.00	0.00	10.00
Totals:			**55.00**	**0.00**	**0.00**	**0.00**	**55.00**

PTI Fees October 2024

date	payor	amount	control #	deposit date
10/1/2024	Omar Alejandro Aleman	$ 500.00	2023-1165	10/2/2024
9/30/2024	Sharifnassar Alyousef	$ 360.00	2023-1886	10/2/2024
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/2/2024	Kristen Lee Mcrae	$ 500.00	2023-1995	10/4/2024
10/2/2024	Tarrah Chemale Marshall	$ 500.00	2023-2710	10/4/2024
10/2/2024	Roel Armando Escobar	$ 500.00	2023-2826	10/4/2024
10/3/2024	Freddy Perez	$ 500.00	2023-3080	10/4/2024
10/2/2024	Tyia Avanti Dixon	$ 560.00	2023-4015	10/4/2024
10/2/2024	Heather Renee Brennan	$ 360.00	2023-4177	10/4/2024
10/2/2024	Quincy Lamont Hearn	$ 500.00	2023-5011	10/4/2024
10/2/2024	Richard Perales	$ 360.00	2024-0383	10/4/2024
10/2/2024	Joshua David Cooper	$ 500.00	2024-1594	10/4/2024
		$ 4,280.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/4/2024	Rachal Littlepage	$ 500.00	2023-3521	10/7/2024
10/4/2024	Tyia Avanti Dixon	$ (60.00)	2023-4015	10/7/2024
		$ 440.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/7/2024	Nadia Marie Snyder	$ 500.00	2024-1016	10/9/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/10/2024	Emory Catherine Porter	$ 500.00	2019-5844	10/11/2024
10/9/2024	Camron Len Davis	$ 500.00	2022-4261	10/11/2024
10/10/2024	Austin Cole Morris	$ 360.00	2022-4273	10/11/2024
10/10/2024	Brandon Mejia Barillas	$ 360.00	2023-0203	10/11/2024
10/10/2024	Sridher Eathalapaka	$ 500.00	2023-1211	10/11/2024

10/10/2024	Lafaith Jamilla Fisher	$ 500.00	2023-2255	10/11/2024
10/10/2024	Joshua Aiden Eisenhower	$ 500.00	2023-2720	10/11/2024
10/10/2024	Christopher James Williams	$ 360.00	2023-3797	10/11/2024
10/10/2024	Jose Enriquez Hernandez-Garcia	$ 500.00	2023-3812	10/11/2024
10/10/2024	Guadalupe Martinez	$ 360.00	2023-3912	10/11/2024
10/10/2024	Cesar Noe Rodriguez	$ 360.00	2023-4124	10/11/2024
10/10/2024	Freddy O Macario Gomez	$ 500.00	2023-4192	10/11/2024
10/10/2024	Ciara Faith Castellanos	$ 500.00	2023-4208	10/11/2024
10/10/2024	Ana Jennifer Fischer	$ 500.00	2023-4546	10/11/2024
10/10/2024	Ricardo Delacruz	$ 500.00	2023-5089	10/11/2024
10/10/2024	Jorge Antonio Torres	$ 360.00	2023-5251	10/11/2024
10/10/2024	Scott Thomas Reser	$ 360.00	2023-5452	10/11/2024
10/10/2024	Amanda Nicole Luna	$ 500.00	2024-0082	10/11/2024
10/10/2024	Francisco Munoz Garcia	$ 500.00	2024-0420	10/11/2024
10/10/2024	Lora Spicer	$ 500.00	2024-0423	10/11/2024
10/10/2024	Victoria Alysse Gorena	$ 500.00	2024-0438	10/11/2024
10/10/2024	Kyle Ryan Young	$ 500.00	2024-1558	10/11/2024
		$ 10,020.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/11/2024	Christian Eunique Thomas	$ 360.00	2023-2473	10/14/2024
10/11/2024	Lloyd Jason Roberts	$ 500.00	2023-4037	10/14/2024
10/13/2024	Juan Arriaga	$ 360.00	2023-4234	10/14/2024
10/11/2024	Macy Elyse Loyd	$ 360.00	2024-1391	10/14/2024
		$ 1,580.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/15/2024	Aaron Isaac Sanchez	$ 360.00	2023-4755	10/16/2024
10/15/2024	Tami Sue Peterson	$ 500.00	2024-0319	10/16/2024
		$ 860.00		

date	payor	amount	control #	deposit date
10/16/2024	Gagan Sharma	$ 360.00	2023-4337	10/18/2024
10/16/2024	Lauren Jene Wayman	$ 360.00	2023-4462	10/18/2024
10/16/2024	Chaitanya Sangey Mundle	$ 360.00	2023-4639	10/18/2024
10/16/2024	William Tyler Chapin	$ 360.00	2023-4918	10/18/2024
10/16/2024	John David Paone	$ 360.00	2024-1167	10/18/2024
10/16/2024	Brett Michael Durkee	$ 500.00	2024-1300	10/18/2024
		$ 2,300.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/18/2024	Niahhe TJ Whiteshirt	$ 500.00	2022-3550	10/21/2024
10/18/2024	Nolan Michael Sheffield	$ 500.00	2023-4235	10/21/2024
10/20/2024	Jean Westbrook	$ 360.00	2023-4607	10/21/2024
		$ 1,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
10/24/2024	Jacob William Hampton	$ 500.00	2023-1016	10/25/2024
10/24/2024	Joshua Max Parker	$ 500.00	2023-2063	10/25/2024
10/24/2024	Jorge Antonio Vasquez	$ 360.00	2023-3512	10/25/2024
10/24/2024	Pawandeep Singh	$ 500.00	2023-3646	10/25/2024
10/24/2024	Raymond Amajuoyi	$ 500.00	2023-4045	10/25/2024
10/24/2024	David Turner Brown	$ 360.00	2023-4217	10/25/2024
10/24/2024	Semaj Allen Trice	$ 360.00	2023-4320	10/25/2024
10/24/2024	Ira Dale Bennett	$ 360.00	2023-4911	10/25/2024
10/24/2024	Caden Mitchell Tatum	$ 360.00	2023-4974	10/25/2024
10/24/2024	Ubaldo Castaneda Ciavijo	$ 360.00	2023-4980	10/25/2024
10/24/2024	Erick Xum Gomez	$ 500.00	2023-5195	10/25/2024
10/24/2024	Shannon Lea Kelton	$ 500.00	2024-0372	10/25/2024
10/24/2024	Sukonta Lasane Adams	$ 500.00	2024-1810	10/25/2024
		$ 5,660.00		

date	payor	amount	control #	deposit date
10/25/2024	Elvira Alyne Martinez	$ 360.00	2023-2297	10/28/2024
10/25/2024	Roberto Rodriguez Ramos	$ 360.00	2023-3197	10/28/2024
10/25/2024	Thomas Thinh Vu	$ 500.00	2023-3473	10/28/2024
10/25/2024	Michael Anthony Fristoe	$ 500.00	2023-3700	10/28/2024
10/25/2024	Mario Eduardo Citalan	$ 360.00	2024-1512	10/28/2024
10/25/2024	Ganesh Botla	$ 500.00	2024-3896	10/28/2024
		$ 2,580.00		

Commissioners Court - Regular Session **11.**

Meeting Date: 12/10/2024

County Attorney November 2024 Monthly Report

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

Department: County Attorney

Agenda Category: Consent

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:58 PM
Form Started By: Stephanie Lloyd		Started On: 12/05/2024 09:32 AM
Final Approval Date: 12/06/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

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

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
STEPHANIE J. LLOYD
My Notary ID # 134027569
Expires October 21, 2026

GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY 1	14-Nov-2024	35116	2023-3199, 2023-4153; RESTITUTION; 11/12/2024	$ 1,690.00
		CO ATTY 2	05-Nov-2024	35074	REC 2023-1289	$ 613.00
			14-Nov-2024	35116	REC 2024-5060; RESTITUTION, 11/14/2024	$ 481.59
207015 Total						**$ 2,784.59**
341300	0406	CO ATTY HC FEES	07-Nov-2024	35091	HOT CHECK FEES - OCTOBER 2024	$ 15.00
341300 Total						**$ 15.00**
351000	0364	CO ATTY INTERVENTION	06-Nov-2024	35079	REC 2022-4713, 2023-0586, 2023-3978, 2024-0614, 2024-1075	$ 2,360.00
			08-Nov-2024	35097	REC 2023-5401, 2024-2415; 11/8/2024	$ 1,000.00
			13-Nov-2024	35110	REC 2024-0305; 11/13/2024	$ 500.00
			15-Nov-2024	35125	REC 2022-3450, 2023-2681, 2023-3374, 2023-3749, 2023-4591, 2023-4821, 2023-4856, 2023-4912, 2023-4940, 2023-5162, 2023-5163, 2024-1070, 2024-1242, 2024-1471, 2024-1567, 2024-1624,2024-3019; 11/15/2024	$ 7,100.00
			18-Nov-2024	35130	REC 2023-1395, 2023-1972, 2023-3389, 2023-3881, 2023-4009, 2023-5014, 2023-5361, 2024-0676, 2024-1029, 2024-2764; 11/18/2024	$ 4,580.00
			20-Nov-2024	35141	REC 2023-5237; 11/20/2024	$ 500.00
			22-Nov-2024	35156	REC 2023-2573, 2023-2920; 11/22/2024	$ 860.00
			25-Nov-2024	35159	REC 2024-0704; 11/25/2024	$ 360.00
			27-Nov-2024	35174	2022-2714, 2023-1611, 2024-1982; 11/27/2024	$ 1,500.00
		CO ATTY INTERVENTION 1	04-Nov-2024	35066	REC 2023-4859, 2024-0811; 11/1/2024	$ 720.00
		CO ATTY INTERVENTION 2	04-Nov-2024	35066	REC 2023-0070, 2023-1240, 2023-1889, 2023-3201, 2023-3340; 11/4/2024	$ 2,120.00
351000 Total						**$ 21,600.00**
352200	0100	CO ATTY	22-Nov-2024	35156	CAUSE#: 23-0575-CC3, 23-0582-CC3, 23-0579-CC3, 23-0573-CC3, 23-0570-CC3, 23-0610-CC3, 22-0817-CC1, 22-0624-CC1, 23-1700-CC2	$ 17,432.00
		CO ATTY 2	07-Nov-2024	35091	CK# 41538; CAUSE# 23-0692-CC3	$ 3,200.00
352200 Total						**$ 20,632.00**
Grand Total						**$ 45,031.59**

Criminal Restitution November 2024

Date	Payor	Amount	Case #	Deposit Date
11/1/2024	Luis Abraham Ramos Garcia	$ 613.00	2023-1289	11/5/2024
		$ 613.00		
Date	Payor	Amount	Case #	Deposit Date
11/7/2024	Domingo Durden	$ 1,000.00	2023-3199	11/12/2024
11/7/2024	Amber Nicole Stone	$ 690.00	2023-4153	11/12/2024
		$ 1,690.00		
Date	Payor	Amount	Case #	Deposit Date
11/12/2024	Cynthia Marie Pritchard	$ 481.59	2024-5060	11/14/2024
		$ 481.59		

Williamson County Treasurer - HC

Disbursement Summary

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

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

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
24-00022	Eason, Norris (PID #: 2007623)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			**15.00**	**0.00**	**0.00**	**0.00**	**15.00**

PTI Fees November 2024

date	payor	amount	control #	deposit date
10/30/2024	Eleno Santiago Miranda	$ 360.00	2023-4859	11/1/2024
10/31/2024	Noe Mireles	$ 360.00	2024-0811	11/1/2024
		$ 720.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/3/2024	Courtney Noelle Smith	$ 500.00	2023-0070	11/4/2024
11/2/2024	Camron Thomas	$ 360.00	2023-1240	11/4/2024
11/2/2024	Raymundo Barrera	$ 500.00	2023-1889	11/4/2024
11/1/2024	Mona Khatib	$ 260.00	2023-3201	11/4/2024
11/2/2024	Balbji Narayanaswamy	$ 500.00	2023-3340	11/4/2024
		$ 2,120.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/4/2024	Brenden James Biggs	$ 360.00	2022-4713	11/6/2024
11/4/2024	Joshua Adam Martinez	$ 500.00	2023-0586	11/6/2024
11/5/2024	Mayra L Garcia	$ 500.00	2023-3978	11/6/2024
11/4/2024	David Lee Morris	$ 500.00	2024-0614	11/6/2024
11/5/2024	Melva Alicia Zapata	$ 500.00	2024-1075	11/6/2024
		$ 2,360.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/6/2024	Anabel Couch	$ 500.00	2023-5401	11/8/2024
11/6/2024	Anthony Weldon Lujan	$ 500.00	2024-2415	11/8/2024
		$ 1,000.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/12/2024	Benjamin Horton	$ 500.00	2024-0305	11/13/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/14/2024	Alex Ospinal Maldonado	$ 500.00	2022-3450	11/15/2024
11/14/2024	Marc Anthony Straquadine	$ 500.00	2023-2681	11/15/2024

11/13/2024	Dulse Violeta Najera	$ 500.00	2023-3374	11/15/2024
11/14/2024	Ethan Tamas Murphy	$ 500.00	2023-3749	11/15/2024
11/14/2024	Jay Lee Rimel	$ 360.00	2023-4591	11/15/2024
11/14/2024	Amanda Kay Courtin	$ 360.00	2023-4821	11/15/2024
11/14/2024	Obed Saleta	$ 360.00	2023-4856	11/15/2024
11/13/2024	Jessika Ramirez-Ramirez	$ 500.00	2023-4912	11/15/2024
11/14/2024	Rashimi Bapne Athkur-Sadasiva	$ 360.00	2023-4940	11/15/2024
11/14/2024	Cash Michael Swayze	$ 360.00	2023-5162	11/15/2024
11/14/2024	Jose Ervey Guerrero	$ 360.00	2023-5163	11/15/2024
11/14/2024	Tristan Blake Leach	$ 500.00	2024-1070	11/15/2024
11/14/2024	Alijah Larae Richardson	$ 360.00	2024-1242	11/15/2024
11/14/2024	Trey Scott Hunt	$ 360.00	2024-1471	11/15/2024
11/13/2024	Abbygale Chauniece Harris	$ 360.00	2024-1567	11/15/2024
11/14/2024	Peter James Brunet	$ 500.00	2024-1624	11/15/2024
11/14/2024	Rex Edward Herron	$ 360.00	2024-3019	11/15/2024
		$ 7,100.00		

date	**payor**	**amount**	**control #**	**deposit date**
11/17/2024	Jessica Jaimes Monroy	$ 500.00	2023-1395	11/18/2024
11/15/2024	Joshua J Balok	$ 500.00	2023-1972	11/18/2024
11/16/2024	Jenni R Gilewski	$ 500.00	2023-3389	11/18/2024
11/17/2024	Amanda Roseanne Gurrola	$ 360.00	2023-3881	11/18/2024
11/17/2024	Quirino Antonio Reyes	$ 500.00	2023-4009	11/18/2024
11/15/2024	Alexis Amanda Bermudez	$ 500.00	2023-5014	11/18/2024
11/15/2024	Kimberly Anne Ferguson	$ 500.00	2023-5361	11/18/2024
11/15/2024	Srisaila Mahantappa Gowdar	$ 360.00	2024-0676	11/18/2024
11/15/2024	Michael Ryan Ortega	$ 360.00	2024-1029	11/18/2024
11/15/2024	Connor Glenn Kuykendall	$ 500.00	2024-2764	11/18/2024
		$ 4,580.00		

date	payor	amount	control #	deposit date
11/18/2024	Brenda Navil Sepeda	$ 500.00	2023-5237	11/20/2024
		$ 500.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/21/2024	Conswayla Nicole Smith	$ 360.00	2023-2573	11/22/2024
11/20/2024	Ivan Rodriguez Moreno	$ 500.00	2023-2920	11/22/2024
		$ 860.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/22/2024	Jesus Montoya	$ 360.00	2024-0704	11/25/2024
		$ 360.00		
date	**payor**	**amount**	**control #**	**deposit date**
11/25/2024	Brennen Marquise Hansend	$ 500.00	2022-2714	11/27/2024
11/25/2024	Rosendo Lopez-Ramirez	$ 500.00	2023-1611	11/27/2024
11/25/2024	Lenore McLaughlin	$ 500.00	2024-1982	11/27/2024
		$ 1,500.00		

Commissioners Court - Regular Session **12.**

Meeting Date: 12/10/2024

November 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 Peace Precinct 2 November 2024 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024 November CCP 103 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 04:00 PM
Form Started By: Melissa East		Started On: 12/04/2024 02:31 PM
Final Approval Date: 12/04/2024		

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 NOVEMBER, 2024.

JUSTICE OF THE PEACE PCT. 2 WILLIAMSON COUNTY, TEXAS

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

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

Melissa East
Notary Public
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **11/01/2024 - 11/30/2024** 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	196.20
01-0100-0000-207034 - JP2 Cash Bonds	L-004-2-01-0100-0000-207034: 01-0100-0000-207034 - JP2 Cash Bonds	1,500.00
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	95.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	15.00
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	10,218.55
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	7,040.00
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	260.00
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	174.69
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	465.00
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	18,600.90
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	840.00
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	2,768.22
	0100 - General Fund Total:	**42,173.56**
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	12.00
	0361 - JP Security Fund Total:	**12.00**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	15.00
	0368 - JP-2 Truancy Program Fund Total:	**15.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,400.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,400.00**
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	12.00
	0372 - Justice Court Technology Fund Total:	**12.00**

Payment Report - G/L and Fund Summary

Deposit Date: **11/01/2024 - 11/30/2024** 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	6.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	12,011.21
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	462.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	373.94
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,771.64
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	50.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-2-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,250.00
	0399 - State Agency Fund Total:	**19,080.89**
	Fee Totals for All Funds:	**62,693.45**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC2	Arrest Fee - Constable 2 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	174.69	35	0.00	0	0.00	0	174.69	35
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	373.94	81	0.00	0	0.00	0	373.94	81
2020AFRRIS	Arrest Fee - Round Rock ISD PD	10.00	2	0.00	0	0.00	0	10.00	2
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	340.00	71	0.00	0	0.00	0	340.00	71
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	80.00	16	0.00	0	0.00	0	80.00	16
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	12,011.21	203	0.00	0	0.00	0	12,011.21	203
2020CDF	Compliance Dismissal Fine	150.00	15	0.00	0	0.00	0	150.00	15
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	360.00	40	0.00	0	0.00	0	360.00	40
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,768.22	207	0.00	0	0.00	0	2,768.22	207
2020LTF	Local Traffic Fine (TC 542.403)	286.30	102	0.00	0	0.00	0	286.30	102
2020STF	State Traffic Fine (TC 542.4031)	4,771.64	102	0.00	0	0.00	0	4,771.64	102
2020TPF	Time Payment Fee CCP 102.030	465.00	37	0.00	0	0.00	0	465.00	37
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
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
CCB	Civil Cash Bond	1,500.00	1	0.00	0	0.00	0	1,500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	120.00	3	0.00	0	0.00	0	120.00	3
CCOP	Civil Copies	21.75	15	0.00	0	0.00	0	21.75	15
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CFINE	County Fine	18,375.90	145	0.00	0	0.00	0	18,375.90	145
CHS	Courthouse Security Fee (CCP 102.017)	9.00	3	0.00	0	0.00	0	9.00	3
CHSJC	JP Security Fee (CCP 102.017)	3.00	3	0.00	0	0.00	0	3.00	3
CMAIL	Clerk Service Fee by Certified Mail or Posting	15.00	1	0.00	0	0.00	0	15.00	1
COLLFEE	Collection Agency Fee	196.20	4	0.00	0	0.00	0	196.20	4
CONFINE	Contempt of Court	100.00	1	0.00	0	0.00	0	100.00	1
CONT2	Constable Service Fee Pct #2	5,440.00	54	0.00	0	0.00	0	5,440.00	54
COPIES	Copies	10.50	1	0.00	0	0.00	0	10.50	1

Payment Report - Fee Code Summary

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CRFEEOVER	Criminal Overpayment Fee	95.00	1	0.00	0	0.00	0	95.00	1
DDF	Deferred Disposition Fee	1,784.00	18	0.00	0	0.00	0	1,784.00	18
FNTC1	Child Safety Seat Fine Trauma Center	50.00	1	0.00	0	0.00	0	50.00	1
IDF	Indigent Defense Fee (LGC 133.107)	6.00	3	0.00	0	0.00	0	6.00	3
INQC	Inquest Copies	9.00	1	0.00	0	0.00	0	9.00	1
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.00	3	0.00	0	0.00	0	12.00	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.00	3	0.00	0	0.00	0	12.00	3
JTP	Juvenile Truancy Program (CCP 102.0174)	15.00	3	0.00	0	0.00	0	15.00	3
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	3.00	3	0.00	0	0.00	0	3.00	3
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	3.00	3	0.00	0	0.00	0	3.00	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.80	3	0.00	0	0.00	0	1.80	3
JUSFS	Judicial Support Fund - State (LGC 133.105)	16.20	3	0.00	0	0.00	0	16.20	3
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
OPAY	Over Payments > $10	81.00	1	0.00	0	0.00	0	81.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,400.00	280	0.00	0	0.00	0	1,400.00	280
SB41JCSF	Justice Court Support Fund	7,000.00	280	0.00	0	0.00	0	7,000.00	280
SB41LAF	Language Access Fund - LGC 135.155	840.00	280	0.00	0	0.00	0	840.00	280
SB41SCF	State Consolidated Fee	462.00	22	0.00	0	0.00	0	462.00	22
SFMCWV	State Fine - Motor Carrier Weight Violation	1,250.00	1	0.00	0	0.00	0	1,250.00	1
TCCF	Truant Conduct Contempt Fine - Child	125.00	3	0.00	0	0.00	0	125.00	3
WARC2	Warrant Fee - Constable Pct. 2	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	35.00	7	0.00	0	0.00	0	35.00	7
WSEQ	Writ of Sequestration	5.00	1	0.00	0	0.00	0	5.00	1
WSF2	Constable #2 - Writ Service Fee	1,600.00	8	0.00	0	0.00	0	1,600.00	8

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	62,703.45	2,087	0.00	0	0.00	0	62,703.45	2,087

Commissioners Court - Regular Session **13.**

Meeting Date: 12/10/2024

Justice of the Peace 4 November 2024 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM NOV 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:46 PM
Form Started By: Veronica Bolander		Started On: 12/04/2024 05:34 PM
Final Approval Date: 12/06/2024		

IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUSTICE COURT PRECINCT 4 WILLIAMSON COUNTY TEXAS

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 4th day of December 2024, to certify which witness my hand and seal of office.

NOTARY PUBLIC STATE OF TEXAS
VERONICA BOLANDER
My Notary ID # 2676312
Expires November 2, 2027

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**100,436.62**	**100,436.62**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**100,436.62**	**100,436.62**
Tender Method Summary			
Tender Types	Cash	7,389.84	7,389.84
	Certified Payments Credit Card	44,250.15	44,250.15
	Check	2,620.00	2,620.00
	Credit Card	23,790.98	23,790.98
	E-File Credit Card	20,845.75	20,845.75
	Money Order	1,539.90	1,539.90

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	1,548.73
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	569.50
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	160.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	100.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	12,107.40
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	13,000.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	678.78
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	929.21
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	41,838.17
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,035.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,763.04
	0100 - General Fund Total:	**75,729.83**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	8.93
	0361 - JP Security Fund Total:	**8.93**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	88.13
	0365 - Child Safety Fund Total:	**88.13**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	11.17
	0369 - JP-4 Truancy Program Fund Total:	**11.17**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,725.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,725.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	8.93
	0372 - Justice Court Technology Fund Total:	**8.93**

Payment Report - G/L and Fund Summary

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	4.47
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	89.34
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	16,540.97
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	672.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	8.93
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	13.40
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	571.42
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.22
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,701.05
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.47
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	228.36
	0399 - State Agency Fund Total:	**22,864.63**
	Fee Totals for All Funds:	**100,436.62**

Payment Report - Fee Code Summary

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	59.56	15	0.00	0	0.00	0	59.56	15
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	506.42	123	0.00	0	0.00	0	506.42	123
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	15.00	3	0.00	0	0.00	0	15.00	3
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102. 011(e)	60.00	12	0.00	0	0.00	0	60.00	12
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	699.94	183	0.00	0	0.00	0	699.94	183
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	3.11	1	0.00	0	0.00	0	3.11	1
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	16,540.97	335	0.00	0	0.00	0	16,540.97	335
2020CDF	Compliance Dismissal Fine	240.00	24	0.00	0	0.00	0	240.00	24
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	180.54	20	0.00	0	0.00	0	180.54	20
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,763.04	337	0.00	0	0.00	0	3,763.04	337
2020LTF	Local Traffic Fine (TC 542.403)	278.39	117	0.00	0	0.00	0	278.39	117
2020STF	State Traffic Fine (TC 542.4031)	4,639.38	117	0.00	0	0.00	0	4,639.38	117
2020TPF	Time Payment Fee CCP 102.030	929.21	98	0.00	0	0.00	0	929.21	98
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	513.05	11	0.00	0	0.00	0	513.05	11
2020WFHPD	Warrant Fee - Hutto PD CCP 102.011(a)(2), 102.011(e)	50.00	1	0.00	0	0.00	0	50.00	1
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	100.00	2	0.00	0	0.00	0	100.00	2
AFDPS	Arrest Fee - DPS (CCP 102.011)	5.00	1	0.00	0	0.00	0	5.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	89.34	3	0.00	0	0.00	0	89.34	3
CCOP	Civil Copies	8.75	6	0.00	0	0.00	0	8.75	6
CERT	Certified Copy	35.00	3	0.00	0	0.00	0	35.00	3
CFINE	County Fine	41,788.17	323	50.00	1	0.00	0	41,838.17	324
CHS	Courthouse Security Fee (CCP 102.017)	6.70	3	0.00	0	0.00	0	6.70	3
CHSJC	JP Security Fee (CCP 102.017)	2.23	3	0.00	0	0.00	0	2.23	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	13.40	3	0.00	0	0.00	0	13.40	3
COLLFEE	Collection Agency Fee	1,548.73	22	0.00	0	0.00	0	1,548.73	22
CONT4	Constable Service Fee Pct #4	9,760.00	98	0.00	0	(160.00)	1	9,600.00	99

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil; Criminal**
Locations: **JP4**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CSSF	Child Safety School Fee (CCP 102.014(c))	88.13	5	0.00	0	0.00	0	88.13	5
DDF	Deferred Disposition Fee	1,883.66	19	0.00	0	(50.00)	1	1,833.66	20
DSC	Driver's Safety Course Fee (CCP 45.0511(f1))	2.31	1	0.00	0	0.00	0	2.31	1
IDF	Indigent Defense Fee (LGC 133.107)	4.47	3	0.00	0	0.00	0	4.47	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	8.93	3	0.00	0	0.00	0	8.93	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	8.93	3	0.00	0	0.00	0	8.93	3
JTP	Juvenile Truancy Program (CCP 102.0174)	11.17	3	0.00	0	0.00	0	11.17	3
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MVF	Moving Violation Fee (CCP 102.022)	0.22	3	0.00	0	0.00	0	0.22	3
OPR	Overpayment - Refund	0.00	0	160.00	1	0.00	0	160.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,725.00	345	0.00	0	0.00	0	1,725.00	345
SB41JCSF	Justice Court Support Fund	8,625.00	345	0.00	0	0.00	0	8,625.00	345
SB41LAF	Language Access Fund - LGC 135.155	1,035.00	345	0.00	0	0.00	0	1,035.00	345
SB41SCF	State Consolidated Fee	672.00	32	0.00	0	0.00	0	672.00	32
SFC4	Service/Arrest Fee - Const. 4	6.17	2	0.00	0	0.00	0	6.17	2
SFMCWV	State Fine - Motor Carrier Weight Violation	228.36	4	0.00	0	0.00	0	228.36	4
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
STFS	State Traffic Fine Due To State (HB2048)	61.67	2	0.00	0	0.00	0	61.67	2
TFC	Traffic	6.70	3	0.00	0	0.00	0	6.70	3
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	4.47	3	0.00	0	0.00	0	4.47	3
TPWF	Texas P&W Fine	569.50	11	0.00	0	0.00	0	569.50	11
WARC4	Warrant Fee - Constable Pct. 4	100.00	1	0.00	0	0.00	0	100.00	1
WPOSS	Writ of Possession	85.00	17	0.00	0	0.00	0	85.00	17
WSF4	Constable #4 - Writ Service Fee	3,400.00	17	0.00	0	0.00	0	3,400.00	17

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	100,436.62	3,034	210.00	2	(210.00)	2	100,436.62	3,038

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 11/01/2024-11/30/2024

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$3,763.04	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,317.06		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,343.94		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,075.15		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$26.89		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$3,763.04	$3,763.04			100.000000%
Collected	$3,763.04				

Commissioners Court - Regular Session **14.**

Meeting Date: 12/10/2024

ESD 1 and 11 reappointments

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the reappointment of the following Emergency Services District (ESD) commissioners:

ESD 1 (Jollyville)
Alan McNeil
Mack Sherrod
Matt Zurek

ESD 11 (Shenandoah)
Brian Brunson
George Hill
Jason Willis

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 02:55 PM
Form Started By: Garry Brown		Started On: 12/04/2024 09:58 AM
Final Approval Date: 12/04/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/10/2024

ESD #12 Reappointment - Laurie Carlson

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Laurie Carlson to fill Place #5 on the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

Background

Laurie currently serves as the Secretary on the ESD #12 Board of Directors.

Missing Custom Expenditures Program, please contact Destiny Software

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	11/18/2024 03:34 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 03:38 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/10/2024

ESD #12 Reappointment - Judy Pokorny

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Judy Lawler Pokorny to fill Place #4 on the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

Background

Judy serves as the Treasurer on the ESD #12 Board of Directors. She has served on the Board since 2018.

Missing Custom Expenditures Program, please contact Destiny Software

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	11/18/2024 03:34 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 03:33 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/10/2024

ESD #12 Reappointment - Feliza Conway

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Feliza Conway to fill Place #3 on the Emergency Services District (ESD) #12 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

Background

Feliza serves as the President of the ESD #12 Board of Directors. She has served on the Board since 2019.

Missing Custom Expenditures Program, please contact Destiny Software

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	11/18/2024 03:34 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 03:28 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **18.**

Meeting Date: 12/10/2024

ESD #4 Reappointment - Jason Shaw

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Jason Shaw to fill Place #3 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

Background

Jason serves as the Vice President on the ESD #4 Board of Directors.

Missing Custom Expenditures Program, please contact Destiny Software

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	11/18/2024 03:34 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 03:17 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **19.**

Meeting Date: 12/10/2024

ESD #4 Reappointment - Dan Clark

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Dan Clark to fill Place #2 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

Background

Dan serves as the President of the ESD #4 Board of Directors, where he has served since 2013.

Missing Custom Expenditures Program, please contact Destiny Software

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	11/18/2024 03:34 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 03:12 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **20.**

Meeting Date: 12/10/2024

ESD #4 Reappointment - Carrie Van Meeteren

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the reappointment of Carrie Van Meeteren to fill Place #1 on the Emergency Services District (ESD) #4 Board of Directors for a two-year term beginning January 1, 2025, and ending on December 31, 2026.

Background

Carrie serves as the Secretary on the ESD #4 Board of Directors.

Missing Custom Expenditures Program, please contact Destiny Software

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	11/18/2024 03:33 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 03:01 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **21.**

Meeting Date: 12/10/2024

ESD #10 Appointment of Monica Ingalsbe

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing Monica Ingalsbe as a Board Commissioner for ESD #10 beginning January 1, 2025, through December 31, 2027.

Background

Monica Ingalsbe has a strong background in education with more than 20 years' experience. She has also been a leader in the community, first as a youth in 4-H and then as an adult leader in 4H. Her objective is to share her knowledge and experience while supporting individuals. She would love to guide in order to bring out the highest potential. She is also an advocate for the vulnerable. She currently works for Texas A&M University.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 03:31 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/02/2024 01:47 PM
Final Approval Date: 12/04/2024		

Commissioners Court - Regular Session **22.**

Meeting Date: 12/10/2024

ESD #10 Appointment of Rob Bredahl

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing Rob Bredahl to the ESD #10 Board of Directors for a two-year term beginning January 1, 2025, through December 31, 2027.

Background

Rob Bredahl is an Air Force veteran. He spent the majority of his adult life in and around the Fire Service. He always felt it is very important to give back to the community and to help your neighbors if you are able to. He has experienced managing multi-million dollar budgets, and he feels this experience will benefit him as a board member. He is seeking a meaningful role in which he can use his knowledge, skills and abilities to serve and protect the community.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 04:03 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/04/2024 02:33 PM
Final Approval Date: 12/04/2024		

Commissioners Court - Regular Session **23.**

Meeting Date: 12/10/2024

ESD #5 Appointment of Janet Hage

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing Janet Hage to the ESD #5 Board of Directors for a two-year term beginning January 1, 2025, through December 31, 2027.

Background

Janet Hage has over 15 years of experience in administration with municipal government, education, land development and law enforcement. She currently serves as the President of the Jarrell Community Library and Resource Center. She believes her skills in project management, financial oversight, and community engagement make her a great fit for this position.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 04:05 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/04/2024 02:47 PM
Final Approval Date: 12/04/2024		

Commissioners Court - Regular Session **24.**

Meeting Date: 12/10/2024

ESD #3 Appointment of Henry E. Gideon

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing Henry Gideon to the ESD #3 Board of Directors for a two-year term beginning January 1, 2025, through December 31, 2027.

Background

Mr. Gideon has spent the bulk of his professional career in Fast Growth Districts, where he has successfully directed Long-Range Master Facilities Planning; Bond Program Planning; School Construction and Capital Improvement Planning. In support of school planning, he has also overseen and directed all aspects of land use planning & school site selection development including; real property purchases, due diligence studies, and successfully negotiated with a variety of authorities having jurisdiction to secure development agreements, along with infrastructure and utilities to fully support school site development.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:57 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/05/2024 10:32 AM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **25.**

Meeting Date: 12/10/2024

FY24 Statement of Financial Position for CSCD(Adult Probation)

Submitted For: Melissa Ramos **Submitted By:** Melissa Ramos, Adult Probation

Department: Adult Probation

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the filing of the Williamson County Community Supervision and Corrections Department (Adult Probation) FY24 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

Background

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY24.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Financial Pos

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:51 PM
Form Started By: Melissa Ramos		Started On: 12/04/2024 05:53 PM
Final Approval Date: 12/06/2024		

Texas Department of Criminal Justice - Community Justice Assistance Division
Williamson County Community Supervision & Corrections Department

COMBINED STATEMENT OF FINANCIAL POSITION
August 31, 2024

ASSETS

CASH		
Reconciled Bank Balance @ 8/31/24	$25,200.17	
Petty Cash	$400.00	
Change Drawer	$200.00	
Time Deposits	$1,638,567.90	
ACCOUNTS RECEIVABLE		
Supervision Fees	$133,714.48	
Due From CJAD	$0.00	
Other	$57,422.07	
PREPAID EXPENSES		
Prepaid Expenses	$25,253.00	
TOTAL ASSETS		**$1,880,757.62**

LIABILITIES

ACCOUNTS PAYABLE		
Basic Supervision-Operations	$141,722.29	
Community Corrections Program-Operations	$33,542.00	
Diversion Target Programs--Residential	$100,657.67	
Diversion Target Programs--Non-Residential	$20,962.12	
TAIP	$10,193.82	
DUE TO TDCJ-CJAD		
Basic Supervision	$0.00	
Community Corrections Programs	$0.00	
Diversion Target Programs--Residential	$0.00	
Diversion Target Programs--Non-Residential	$0.00	
TAIP	$0.00	
TOTAL LIABILITIES		**$307,077.90**

FUND BALANCES

Basic Supervision @ 8/31/24	$1,466,158.96	
Community Corrections Program @ 8/31/24	$1,703.46	
Diversion Target Program @ 8/31/24	$105,817.30	
TAIP @ 8/31/24	$0.00	
TOTAL FUND BALANCES		**$1,573,679.72**
TOTAL FUND BALANCES AND LIABILITIES		**$1,880,757.62**

Director/Grant Recipient
Jameson Pennington, Director CSCD Williamson County

11-25-2024
Date

Julie M. Kiley
Fiscal Officer
Julie Kiley, County Auditor

11-26-2024
Date

Commissioners Court - Regular Session **26.**

Meeting Date: 12/10/2024

Section 6 Grant Interlocal Cooperation Contract to Amend the Regional Habitat Conservation Plan

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval and signature authorization of an Interlocal Cooperation Contract amendment between Williamson County and Texas Parks and Wildlife Department regarding the proposed amendments to the Regional Habitat Conservation Plan.

Background

The Court has previously approved the submission of grant proposal F21AS00171 Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species (03/09/2021) and approved and executed Contract CA-0002862 (3/8/2022). The reimbursable amount of this grant is $712,146.00 and the match amount is $287,854.00. All funds for the match come from the Williamson County Conservation Foundation (WCCF) corpus. Amendment number 1 to contract CA-0002862 extends the contract period by 12 months to allow for additional work necessary to complete the project. This amendment does not award additional funding. The WCCF board approved this item at its board meeting on 12/4/2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CA-0002862 Amendment No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 04:44 PM
Form Started By: Josh Renner		Started On: 12/04/2024 04:04 PM
Final Approval Date: 12/04/2024		

AMENDMENT TO CONTRACT

THE STATE OF TEXAS)(
)(AMENDMENT NO. 1 TO CONTRACT NO. CA-0002862
COUNTY OF TRAVIS)(

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced Contract executed March 17, 2022, TPWD hereby amends the project titled, "Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species" as follows:

The Contract term is extended by twelve (12) months per Section IX., TERM OF CONTRACT, due to the addition of another species to the Habitat Conservation Plan (HCP) and data gaps pertinent to several other species included in the HCP. The new termination date is December 31, 2025.

The total reimbursable Contract amount remains $712,146 (seven hundred twelve thousand one hundred forty-six dollars) with a minimum match requirement of $287,854 (two hundred eighty-seven thousand eight hundred fifty-four dollars). The total contract amount is $1,000,000 (one million dollars). Budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

SECTION II., STATEMENT OF SERVICES TO BE PERFORMED (WORK), is updated as follows:

Funding and Acknowledgement is replaced in its entirety by the following:

Funding and Acknowledgement: This subaward is funded through the U.S. Fish and Wildlife Service (USFWS), Grant Number F21AP04181-01 titled, "Amendment Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species," issued September 22, 2021, and Grant Amendment F21AP04181-02, issued November 4, 2024 and effective October 3, 2024. The grant and amendment are issued to TPWD under the authority of the State Wildlife Grants Grant Program (CFDA# 15.615). All publications arising from this project shall acknowledge TPWD, as well as USFWS, as funding sources.

Performance Reports is amended as follows as indicated in bold and underlined.

Performance Reports: WC shall submit following guidelines provided by TPWD a **Final Report on or before January 31, 2026**. The Report shall then be forwarded to USFWS, Austin for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for WC, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Reporting Schedule is amended as follows as indicated in bold and underlined:

Reporting Schedule: WC must submit reports upon request, and no later than due dates below:

Report Type	Reporting Period	Due Date
Annual	January 1, 2022 – December 31, 2022	January 31, 2023
Annual	January 1, 2023 – December 31, 2023	January 31, 2024
Annual	**January 1, 2024 – December 31, 2024**	**January 31, 2025**
Final	**January 1, 2022 – December 31, 2025**	**January 31, 2026**

Data and Analyses is amended as follows as indicated in bold and underlined:

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and WC, and will be presented to TPWD in an electronic format

determined by TPWD upon request, and not later than **January 31, 2026**. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction. This Contract is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds

The following provision is added to the Contract:

Subrecipient Monitoring Plan: To ensure the subaward is used for authorized purposes and in compliance with federal statutes, regulations, and terms and conditions, WC shall comply with and follow the instructions in the attached "TPWD Subrecipient Monitoring Plan" in Attachment G.

SECTION XI. GENERAL TERMS AND CONDITIONS is amended as follows:

Dispute Resolution clause is replaced as follows to update Chapter reference.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2260 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Other Law clause is replaced as follows to correct Attachment references currently in the contract:

Other Law: In the performance of this Contract, Performing Entity shall comply with all other applicable federal, state, and local laws, ordinances, and regulations including but not limited to the following:

a) Federal Assurances (Form SF-424B for Non-Construction) in Attachment D, which the Performing Entity certifies by signing the Attachment.
b) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment E, which the Performing Entity certifies by signing the Attachment.
c) Financial Assistance Award Terms and Conditions per http://www.fws.gov/grants/atc.html, to which the Performing Entity certifies by signing this Contract.
d) Federal Contract Provisions in Attachment F, to which the Performing Entity certifies by signing this Contract.

The following terms are added to the Contract for Federal and State compliance:

Drug-Free Workplace: The Performing Entity shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988.

Procurement of recovered materials: Performing Entity and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the

preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

This Amendment shall become effective **upon authorized signature of both parties**. All other terms and conditions not hereby amended are to remain in full force and effect.

TEXAS PARKS AND WILDLIFE DEPARTMENT	**WILLIAMSON COUNTY on behalf of WILLIAMSON COUNTY CONSERVATION FOUNDATION**
By: David Yoskowitz, Ph.D. Executive Director	By: Authorized Signature
Date	Date
EVA9NVGH2K85	C4BDCBLYNND6
SAM UEI	SAM UEI

Attachment G

TPWD Subrecipient Monitoring Plan

Purpose:
As per 2 CFR §200.332(d), TPWD is required to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In addition to review of annual performance reports, depending upon the assessment of risk posed by this subrecipient, TPWD may identify monitoring tools to be used to ensure proper accountability and compliance with program requirements and achievement of performance goals. The TPWD Project Coordinator must document monitoring of the subrecipient for the duration of the project and file where Federal Aid staff can access for future audits.

Instructions:
Select any monitoring which should be implemented for this subrecipient based on the results of the risk assessment. Upon completion, the form is to be filed in the appropriate federal award folder by the managing Federal Aid Coordinator, as well as attached to the corresponding contract by the managing Contract Specialist.

Subrecipient Name: Williamson County Conservation Foundation	
Subrecipient Project Coordinator: Joshua Renner	
Subrecipient Type: Non-profit Organization	EIN/UEI Number: 746000978 / C4BDCBLYNND6
Federal Award Number: F21AP04181	CFDA: 15.615
Completed By: Chelsea Acres	Date of Assessment: 11/19/2024

☐ Pre-award meeting with programmatic and fiscal staff (new subrecipient, new Principal Investigator, new fiscal staff, etc.)
☐ Monthly progress updates via email or phone call
☐ Quarterly progress updates via email or phone call
☒ Other progress update schedule: annual performance reporting and quarterly invoice review
☒ Updates at major milestone (if applicable, e.g., construction projects)
☐ Before/During/After photos (if applicable, e.g., construction projects)
☐ Site visit, conference calls or other direct communication at beginning of project for planning of expenditure tracking and/or compliance for site-by-site projects
☐ Site visits during field work (data collection, construction projects)
☐ Review of project data, preliminary data (research)
☐ Presentation(s) of progress to TPWD staff (research)
☐ Final site inspection prior to final payment and closeout (construction)
☐ Other: Click here to enter text.

Commissioners Court - Regular Session **27.**

Meeting Date: 12/10/2024

Approval of Services Contract for Preventative / Audio Visual Health Check with Data Projections, Inc. for Williamson County Courtrooms

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum for Services Contract #202574, between Williamson County and Data Projections, Inc. for Preventative / Audio Visual Health Check in all courtrooms in the amount of $79,800.00 pursuant to Cooperative Contract TIPS #230105 and authorize execution of the agreement.

Background

This Service Contract between Williamson County and Data Projections, Inc., will provide one (1) Preventative / Audio Visual Health Check per courtroom annually. The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed. The attached proposal contains detailed information regarding the work to be done. Funding Source is 01.0100.0503.004500. Origination #1574. Point of contact is Holly Shell.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Data Projections

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 07:09 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 09:37 AM
Form Started By: Barbi Hageman		Started On: 11/22/2024 08:48 AM
Final Approval Date: 12/05/2024		

WILLIAMSON COUNTY
SERVICES CONTRACT ADDENDUM

Data Projections, Inc.
Quote # 24081

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 ADDENDUM (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 **Data Projections, 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 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 Quote # 24081 being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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 November 30, 2025, 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 as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is Seventy-Nine Thousand, Eight Hundred Dollars ($79,800.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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. The County agrees to provide exemption certificates to Service Provider upon request.

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 to the Risk Management Department: coi.submission@wilco.org.

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: Williamson County Vendor Reimbursement Policy.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 Quote, and being marked **Exhibit "A,"** which is incorporated to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable; and
B. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Mark D. Mazac
Authorized Signature

Mark D. Mazac
Printed Name

Date: November 19th, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 21 2024 Time: 4:30 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Nov 21 2024 Time: 12:30 pm

EXHIBIT A

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE 24081

BILL TO	SHIP TO	
Company: Williamson County	**Company:** Williamson County	**Date:** 11/04/2024
Address: 3101 SE Inner Loop Ste 105 Georgetown, TX 78626	**Address:** 3101 SE Inner Loop Ste 105 Georgetown, TX 78626	**Expiry Date:** 12/01/2024 **Contract No:** TIPS 230105
Contact: Accounts Payable	**Contact:** Don Heflin	**Sales Rep:** Mark Mazac
Phone: (512) 943 1100	**Phone:** (512) 943 1100	**Phone:** (512) 970 5519
Email: accountspayable@wilco.org	**Email:** Don.Heflin@Wilco.Org	**Email:** mmazac@dataprojections.com

TITLE

WILCO - DPI CUSTOMER GOLD MAINTENANCE FOR ALL COURTROOMS -ESOC-SOTC - 2024 TO 2025

System Description

- Data Projections will provide a One Year Custom Gold Service Agreement to Williamson County for all locations, room and equipment listed below.
- The agreement will span from 12/1/2024 expiring 11/30/2025.
- Data Projections will provide (1) Preventative / Audio Visual Health Check per room annually.
- The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed.
- All Manufacturers warranties are conveyed to WILCO - Data Projections will process any RMAs if applicable.
- Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email : DPIServiceTeam@dataprojections.com Monday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Tele-Justice Center

- County Court at Law 1
- County Court at Law 2
- County Court at Law 3
- County Court at Law 4
- County Court at Law 5
- 26th District Court
- GT Annex RM226 (2nd Floor large training room)
- GT Annex Purch105
- HR 108
- 368th District Court
- 395th District Court
- 480th District Court
- 425th District Court
    - The above have the following:
        - TSW-1060
        - TST-902
        - DMPS-4K-350
        - MXW Mics
        - Wired Mics
        - MXA-910s x 4 (Voir Dire Mics Only)
        - MXA-310 (side bar mic)
        - Biamp Server I/O
        - Sound Masking
        - Project and Screen

        - Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow display
        - Flex system in Jury rooms.
        - VoIP
- 277th District Court
    - The above have the following:
        - TSW-1060
        - TST-902
        - DMPS-4K-350
        - MXW Mics
        - Wired Mics
        - MXA-910s x 6 (Voir Dire Mics Only)
        - MXA-310 (side bar mic)
        - Biamp Server I/O
        - Sound Masking
        - Project and Screen
        - Side Displays x 5
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow display
        - Flex system in Jury rooms.
        - VoIP
- Grand Jury Room
    - The above have the following:
        - TST-902
        - DMPS-4K-350
        - Project and Screen
        - Clever Touch (on mobile cart)
- JP Courts
    - JP1 (Round Rock)
        - TSW-1060
        - CP3N
        - NVX System (17 endpoints)
        - MXW Mics
        - Biamp Forte DAN VT
        - Sound Masking o Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow display
    - JP2 (Cedar Park)
        - TSW-1060
        - CP3N
        - NVX System (13 endpoints)
        - MXW Mics o Wired Mics
        - Biamp Forte DAN VT
        - Sound Masking
        - Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)

        - Overflow display
    - JP3 (Georgetown)
        - Extron Crosspoint 84
        - Extron TLP Pro 1220TG
        - Wired Mics
        - Biamp Forte
        - Side Displays x 3
        - Overflow display
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
    - Juvenile Court
        - TSW-1060
        - CP3N
        - NVX System (23 endpoints)
        - MXW Mics
        - MXA-310 (bench mics)
        - Wired Mics
        - Biamp Forte DAN VT
        - Sound Masking
        - Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow displays x 2
- ESOC
- Sheriff's Office Training Center (SOTC)
- Stubberfield AG Courtroom

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE 24081

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SERVICE & MAINTENANCE AGREEMENT					
Service Agreement Details					**TOTAL PRICE**
RENEW CUSTOM MAINTENANCE AGREEMENT 1 YR					$79,800.00
				SERVICE AGREEMENT SUBTOTAL:	$79,800.00

Subtotal:	$79,800.00
Estimated Tax:	$0.00
Total:	$79,800.00

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

BUYER:_____ SIGNATURE:_____ DATE:_____
(Print Name)

DATA
PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE
24081

GENERAL TERMS AND CONDITIONS

This quote is an estimation and is subject to change based on the actual hours onsite.

Please note; if a return trip is determined to be necessary, an additional quote will be provided. We can accept a credit card or a purchase order as a method of payment to proceed with scheduling this service call.

All service quotes are valid for 30 days from the date issued; and a new quote can be generated by request.

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:
2024-1240234

Date Filed:
11/18/2024

Date Acknowledged:

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

Data Projections, 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.

202574
Data Projections Q24081 - Gold Service Maintenance Renewal

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] _____, _____ [redacted] _____, Texas, 78758, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 18th day of November (month), 2024 (year).

Mark D. Mazac
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:
2024-1240234

Date Filed:
11/18/2024

Date Acknowledged:
11/22/2024

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

Data Projections, 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.

202574
Data Projections Q24081 - Gold Service Maintenance Renewal

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 **28.**

Meeting Date: 12/10/2024

Approval of Counseling Services Funding Agreement with Fostering Hope Austin for the District Courts

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 Counseling Services Funding Agreement #202562 between Williamson County and Fostering Hope Austin for providing parenting strategies and counseling to participants in the Family Recovery Court Program. In the amount of $7,250.00, exempting the purchase from competitive bidding requirements under Texas Local Government Code § 262.024 (a)(4) a personal or professional service, and authorizing the execution of the agreement.

Background

The approval of this funding agreement will benefit the Williamson County's Family Recovery Court with Fostering Hope Austin providing practitioners who are qualified to offer clinically recognized, trauma-informed parent training. Trainers will provide parenting strategies to participants in the Family Recovery Court Program through scheduled one-on-one coaching sessions. Services will be invoiced on a per client, per session basis with a not-to-exceed cap for each individual client at $725. The term of this agreement will continue until September 30, 2026, unless terminated sooner as authorized within this agreement. The Agreement may extend beyond the initial term with a renewal of the agreement in writing and mutual agreement. Please see the attached agreement for more detailed information. There is no General Fund Budget impact on services rendered under this Funding Agreement. The funding source for this agreement is from Grant funding Code 464P, Award 464-A, 2.1 and has been approved by the Auditor's Office. Orig #1493. The Department Point of Contact is Ronald Morgan.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Funding Agreement with Fostering Hope

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 05:55 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 08:36 AM
Form Started By: Sandra Malcolm		Started On: 11/12/2024 09:27 AM
Final Approval Date: 12/05/2024		

COUNSELING SERVICES
FUNDING AGREEMENT
(Supporting Family Court Operations)

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 Fostering Hope Austin ("Agency").

RECITALS

WHEREAS, the County has received 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, 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 the Agency meets the definition of a "multi-disciplinary team member, legally authorized to handle or assist in the investigation, prosecution, or resolution of cases of suspected child abuse or neglect or to provide service to the child or the child's family" under Texas Administrative Code Rule §700.203.(a).(2), and as such, the Agency is someone to whom "DFPS may release case record information made confidential under §261.201(a) of the Texas Family Code";

WHEREAS, the Agency has agreed to accept the Funds in exchange for providing the needed services, all on and subject to the terms herein set forth; and

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 when signed by all parties and approved by the County's governing body and entered into the minutes of the Williamson County Commissioners Court and shall terminate on September 30,

2026. After that initial term, the Agreement may be renewed in writing by mutual agreement.

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 amount of any unearned Funds. Furthermore, either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party. In the event of a party's termination for convenience, it is understood and agreed that only the amounts due to Agency for services provided and expenses incurred to and including the date of termination, will be due and payable.

ARTICLE V
INVOICING AND PAYMENT; AND
TOTAL AMOUNT OF THE FUNDS

Services will be invoiced on a Per Client Per Session basis, as described in Exhibit A. The not-to-exceed cap for each individual client is $725. Agency shall submit an invoice once a month, including each Participant who received Services and the number of sessions provided during the monthly period. Each invoice shall be submitted within ten (10) business days following the end of the invoiced month. The invoice shall:

- Identify the Participant who received the Services
- Identify the billing period
- Include the amount invoiced for the Services provided on the invoice at the agreed rate
- State a total.

The invoice shall be sufficiently itemized to reasonably detail services rendered for county payment of same during the grant performance period, and continues while this funding agreement is in effect. The invoice shall be transmitted electronically to the Family Recovery Court via email to frc@wilco.org who will then transmit the necessary documentation to the Williamson County Auditor.

Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under

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

ARTICLE VI
COUNTY'S RIGHT TO AUDIT; CONFIDENTIALITY OF RECORDS; AND RECORDS RETENTION BY AGENCY

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.

Confidentiality of Records. Agency shall maintain strict confidentiality of all records and information relating to the Services provided under this Agreement except to the extent the records and information is necessary to provide Services under this agreement, or as may be required by law, and shall enforce such confidentiality requirements with its volunteers, employees, or agents.

Records Retention. Agency shall retain all records and information for at least three (3) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.

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.

S. State and Federal Funding. Agency certifies that it is not ineligible to receive payments for Services provided from state or federal funds. This Agreement may be terminated, and payment withheld, if this certification is not accurate.

T. Grant Funding. Agency acknowledges that any payment obligation under this Agreement is from grant funds. No assurance is made of continued availability of funds beyond the amount above, or that future funding will be made available after the expiration of the grant.

U. Receipts. Agency shall account separately for the receipt of the payments received from Williamson County under this Agreement.

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

Agency:
Fostering Hope Austin

By: _____
Printed Name: Joe Strychalski
Title: Executive Director
Date: 11/12, 2024

Address:

COUNTY:
Williamson County, Texas

By: _____
Printed Name: Bill Gravell
Title: County Judge
Date: _____, 20___

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 22 2024 Time: 5:15 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Nov 20 2024 Time: 9:24 am

Exhibit A

Description of Services

The Agency shall provide trauma-informed parent training and related coaching services in support of Williamson County Family Court operations, as follows:

A. **Parent Training and Coaching Services.** The Agency shall provide practitioners who are qualified to offer clinically recognized, trauma-informed parent training ("Trainers"). Trainers will provide parenting strategies to participants in the Family Recovery Court ("FRC") program through scheduled sessions and on-on-one coaching sessions ("Parent Training Program").

1. **Program Details and Cost.** The Parent Training Program consists of 7 sessions, and costs are paid per session:

Intake Session and Scheduling (1 session): **$75 per session**

Parent Training (4 sessions): **$100 per session**

Each session has a distinct curriculum and learning objectives directed at providing participants with tools to understand child behavior and emotional development, foster secure attachments, and adopt appropriate, Trust Based Relational Intervention (TBRI) appropriate parenting strategies.

Session 1. This class explores the balance between setting clear boundaries and providing loving care. Participants learn how to create a nurturing and structured environment for the child and discover unique parenting style for a stronger parent-child bond.

Session 2. This class equips parents with tools to manage their own emotions and their children's, fostering secure attachments through stress regulation techniques, routines, and healthy habits.

Session 3. This class explores the science of attachment, its impact on children, and different attachment styles in both parents and babies. Participants learn how to build strong, secure bonds with your child through practical connection strategies.

Session 4. This attachment-based parenting class equips the participant to understand the child's emotional development, navigate challenging behaviors with the IDEAL response, and craft a personal parenting philosophy for lasting connection.

Coaching & Application of Training (2 sessions): **$125 per session**

This provides participants with the additional time needed to process and implement what has been learned during the parent training.

B. **Course Enrollment.** Family Recovery Court Staff will email **[INSERT EMAIL ADDRESS HERE]** with the first and last name of the participant, as well as contact information, and Agency will contact the participant to schedule an intake and further sessions.

C. **Progress Reporting.** Monthly progress reports will be provided by Agency staff to Family Recovery Court Staff, and a certificate of completion will be provided on successful completion of participation in this program.

Exhibit A

Description of Services

D. **Participation in FRC Team.** Consistent with the team-based approach of the Family Recovery Court, Agency staff will participate in staffing sessions and court hearings related to participants receiving services and will work collaboratively with other members of the FRC Team.

E. **Academic Research on Behalf of FRC.** Agency acknowledges that the FRC is a program under development and is supported by academically based research component. Agency agrees to cooperate with the research being performed by members of the FRC Team.

F. **Program Cost.** The Parent Training Program consists of 7 sessions and completion of the Parent Training Program will have a cost not-to-exceed $725 per participant. Costs shall be paid on a per-session basis as follows:

Intake Session and Scheduling (1 session):	**$75 per session**
Parent Training (4 sessions):	**$100 per session**
Coaching & Application of Training (2 sessions):	**$125 per session**

G. **Invoicing Procedures.** Agency will invoice monthly for each session attended by a participant. Invoices shall be sent to frc@wilco.org. The invoice shall include information to identify the participant and the number and type of sessions attended during the period to allow for accurate tracking of fund use.

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:
2024-1238603

Date Filed:
11/13/2024

Date Acknowledged:
11/19/2024

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

Fostering Hope Austin
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.

202562
Fostering Hope will provide practitioners who are qualified to offer clinically recognized, trauma-informed parent training to participants in the Family Recovery Court ("FRC") program.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Franke, William	Austin, TX United States	X	
Norton, Shannon	Austin, TX United States	X	
White, Rex	Austin, TX United States	X	
Strychalski, Joe	Austin, TX United States	X	
Kouri, Matt	Austin, TX United States	X	
Kouri, Julie	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)

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:
2024-1238603

Date Filed:
11/13/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fostering Hope Austin
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.
202562
Fostering Hope will provide practitioners who are qualified to offer clinically recognized, trauma-informed parent training to participants in the Family Recovery Court ("FRC") program.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Franke, William	Austin, TX United States	X	
Norton, Shannon	Austin, TX United States	X	
White, Rex	Austin, TX United States	X	
Strychalski, Joe	Austin, TX United States	X	
Kouri, Matt	Austin, TX United States	X	
Kouri, Julie	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), [redacted] (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 19th day of NOV. (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **29.**

Meeting Date: 12/10/2024

Approval of Agreement for Guardian RFID System with Codex Corporation d/b/a Guardian RFID for Corrections

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Agreement #202565 for software and support services between Codex Corporation d/b/a Guardian RFID and Williamson County previously approved November 1, 2022, under Agenda Item #11 via BuyBoard Contract #669-22 for the amount of $60,729.76.

Background

Approval of this item will support the operations of the Williamson County Corrections Office through technology such as digital inmate tracking, activity log, headcount, inmate ID and compliance monitoring. The renewal adds the Mission Control module and training and includes services and maintenance on existing hardware throughout the length of the agreement. This Agreement will be automatically renewed for up to three (3) additional one-year (1) periods. Funding source is 01.0100.0570.004500 per FY25. Origination #1428. Department contact is Susan Carmack.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guardian RFID

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 06:16 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 10:01 AM
Purchasing (Originator)	Joy Simonton	12/05/2024 10:46 AM
County Judge Exec Asst.	Delia Colon	12/05/2024 10:51 AM
Form Started By: Barbi Hageman		Started On: 11/07/2024 08:38 AM
Final Approval Date: 12/05/2024		

GUARDIAN RFID SYSTEM AGREEMENT RENEWAL

THIS GUARDIAN RFID SYSTEM AGREEMENT RENEWAL (the "Agreement") is entered into as of December 10, 2024 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Williamson County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 508 S. Rock Street Georgetown, TX 78626.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Prior Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System by licensing the software, purchasing the hardware and support services, and obtaining rights to use the web-based software as a service platform pursuant to this Agreement.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

(a) "Additional Modules" means modules that offer additional features to the GUARDIAN RFID and which may be purchased by the Customer either at the time of the original implementation of the GUARDIAN RFID System or during the Term of the Agreement. The list of Additional Modules available as of the Effective Date is included in Addendum A; however, new Additional Modules may become available during the Term of the Agreement as GUARDIAN RFID develops new products.

(b) "Agreement" has the meaning provided in the recitals.

(c) "Authorized Customer Personnel" means any Customer Personnel who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 12, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.

(d) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.

(e) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, the Prior Agreement, the negotiations and discussions relating to the Prior Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:

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Confidential & Proprietary. (Rev. 7/2020)

(i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or

(ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or

(iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement or the Prior Agreement.

(f) "Customer" has the meaning provided in the recitals.

(g) "Customer Indemnified Claim" has the meaning provided in Section 14(a).

(h) "Customer Indemnified Parties" has the meaning provided in Section 14(a).

(i) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement.

(j) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).

(k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.

(l) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).

(m) "Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section 11(n).

(n) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.

(o) "Documentation" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams, and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.

(p) "Effective Date" has the meaning provided in the recitals.

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(q) "Extended Term" has the meaning provided in Section 15(a).

(r) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.

(s) "GUARDIAN RFID" has the meaning provided in the recitals.

(t) "GUARDIAN RFID Indemnified Claim" has the meaning provided in Section 14(b).

(u) "GUARDIAN RFID Indemnified Parties" has the meaning provided in Section 14(b).

(v) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.

(w) "GUARDIAN RFID Mobile Device" has the meaning in the quote provided in Addendum A.

(x) "GUARDIAN RFID Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the GUARDIAN RFID Mobile Device, except that the term expressly excludes the GUARDIAN RFID Mobile Device Charging Station.

(y) "GUARDIAN RFID Mobile Device Charging Station" means the charging cradle and cradle power adapter for the GUARDIAN RFID Mobile Device.

(z) "GUARDIAN RFID OnDemand" means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A.

(aa) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.

(bb) "GUARDIAN RFID Software" means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements, or conversions thereof owned by GUARDIAN RFID, and either identified as "Software" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third-Party Software and the Customer's Third-Party Software.

(cc) "GUARDIAN RFID Software Materials" means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.

(dd) "GUARDIAN RFID System" has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold, Third-Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.

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(ee) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" under the "Product Family" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.

(ff) "Initial Term" has the meaning provided in Section 15(a).

(gg) "Initial Term Fee" means the fee amount listed in Addendum B for use of the GUARDIAN RFID System for the first year after the Effective Date of this Agreement.

(hh) "Inmate Data" has the meaning provided in Section 8(d).

(ii) "Notice of Non-Conformity" has the meaning provided in Section 10(a)(ii).

(jj) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.

(kk) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.

(ll) "Refresher Training" has the meaning provided in Section 5.

(mm) "Renewal Fee" means a fee amount listed in Addendum B attributable to renewing the Agreement for an Extended Term.

(nn) "Service Level Agreement" means the agreement set forth in Addendum C.

(oo) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 11(b).

(pp) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus any Extended Term pursuant to Sections 15(a) and 15(b), or (ii) a termination of this Agreement pursuant to Sections 15(b), 15(c), or 15(d).

(qq) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third-Party Software specifically does not include the Customer's Third-Party Software.

(rr) "Update" means any revision, enhancement, update, correction, security device, limiting device, or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.

(ss) "Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components, or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

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2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

(a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Additional Modules selected as indicated in Addendum A and any Updates provided pursuant to Section 6(a), allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. The type of license granted—agency or per device—is described in the "Product" column of the list of existing GUARDIAN RFID System components being used by the Customer provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement. By executing this Agreement, the Customer is retroactively granted a license to any GUARDIAN RFID Software Materials used under the Prior Agreement, with such license considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the license provided by this Agreement. In no event shall the license granted to any GUARDIAN RFID Software Materials used under the Prior Agreement be deemed to be more expansive than the license granted under this Agreement.

(b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.

(c) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way, or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

3. USE OF THIRD-PARTY SOFTWARE

(a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software. By executing this Agreement, the Customer is retroactively granted permissions to use any Third-Party Software that was part of the GUARDIAN RFID System under the Prior Agreement, with such permitted use considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the use allowed by this Agreement. In no event shall the permission to use any Third-Party Software that was part of the GUARDIAN RFID System under the Prior Agreement be deemed to be more expansive than the use allowed under this Agreement.

(b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

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4. GUARDIAN RFID ONDEMAND

(a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand, including in connection with any Additional Modules selected as indicated in Addendum A, solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel. By executing this Agreement, the Customer is retroactively granted a license to access and use GUARDIAN RFID OnDemand under the Prior Agreement, with such license considered effective only during the term of such Prior Agreement, subject to the same terms and conditions of the license provided by this Agreement. In no event shall the license granted to access and use GUARDIAN RFID OnDemand under the Prior Agreement be deemed to be more expansive than the license granted under this Agreement.

(b) Restrictions on Usage.

(i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.

(ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems, or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.

(iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.

(iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

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5. TRAINING

Live online classes to introduce additional Authorized Customer Personnel to the GUARDIAN RFID System or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

6. MAINTENANCE, SUPPORT, AND SERVICE LEVELS

(a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN RFID Software under this Agreement. Updates will be provided on an as-available basis and, subject to Section 11(h), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate Customer contact at least twenty-four (24) hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 19(b).

(b) GUARDIAN RFID OnDemand Hosting and Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.

(c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.

(d) Service Levels. The expectations for GUARDIAN RFID OnDemand availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.

(e) Maintenance and Support Duration. GUARDIAN RFID will provide the maintenance and support described in this Section 6 until this Agreement expires or is terminated.

7. FEES AND PAYMENT TERMS

(a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.

(b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount

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due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.

(c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

(d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses, the Customer shall acquire such additional Hardware, Additional Modules, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional Modules and corresponding licenses in accordance with the provisions of Section 7 of this Agreement. The additional purchases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fees provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace Addendum B.

(e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the GUARDIAN RFID System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(f) Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published

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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.

8. INTELLECTUAL PROPERTY RIGHTS

(a) GUARDIAN RFID Intellectual Property.

(i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.

(ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.

(iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.

(iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.

(v) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.

(vi) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, or any materials provided under this Agreement.

(b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.

(c) Customer Information. The Customer retains ownership of all Customer Information.

(d) Inmate Data. The Customer owns any inmate management, monitoring, and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement.

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Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

9. REPRESENTATIONS OF GUARDIAN RFID

(a) No Infringement. GUARDIAN RFID represents to the Customer that:

(i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Agreement; and

(ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright, or any trade secret or proprietary right of any person or entity.

(b) Condition of Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, any purchased Hardware will be new and unused, and that the Customer will acquire good and clear title to such Hardware, free and clear of all liens and encumbrances.

10. WARRANTIES

(a) GUARDIAN RFID Software.

(i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware, and (C) the Customer has met its obligations under Section 11.

(ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 15(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 15(d). In no circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.

(b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Effective Date or (2) the date the Hardware is purchased, and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 6(c) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating a repair or replacement. Repairs and replacements may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer. Unless a specific item of

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Hardware is explicitly listed as being covered by a warranty in this Section 10(b), it will not be covered by any warranty except that such Hardware will be replaced if it is defective upon arrival. The Hardware warranties are as follows:

(i) Three-Year Warranty. GUARDIAN RFID provides a complimentary, standard three-year premium care warranty that includes accident protection coverage for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that three-year warranty period. The Hardware that is covered by this three-year warranty has "Three-Year" in the "Warranty" column of the quote provided in Addendum A.

(ii) One-Year Warranty. GUARDIAN RFID provides a complimentary, standard one-year warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during that one-year warranty period. The Hardware that is covered by this one-year warranty has "One-Year" in the "Warranty" column of the quote provided in Addendum A.

(iii) Useful Life Warranty. GUARDIAN RFID provides a complimentary useful life warranty for certain purchased Hardware. If that Hardware malfunctions or breaks, GUARDIAN RFID will cover the cost to repair or replace that Hardware during the useful life of that Hardware. If the Hardware that is subject to the useful life warranty is no longer being manufactured, GUARDIAN RFID will replace it with a substantially similar product. The Hardware that is covered by this useful life warranty has "Useful Life" in the "Warranty" column of the quote provided in Addendum A.

(iv) Maximum Number of Replacements. During the warranty periods set forth in this Section 10(b), each Hardware item is subject to a maximum number of replacements. The maximum number of replacements for each Hardware item during its respective warranty period will be as set forth in the quote provided in Addendum A.

(v) Costs and Shipping and Handling. All costs associated with repairing or replacing Hardware covered by this Hardware warranty will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.

(vi) Exclusions. The Hardware warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:

(A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or

(B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

(vii) Manufacturer Warranties. For any other Hardware not listed above, all Hardware warranties provided by the manufacturer, if any, will be passed through to the Customer.

(c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES,

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INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

11. CUSTOMER OBLIGATIONS

(a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.

(b) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

(c) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.

(d) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(e) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the GUARDIAN RFID System that is required for the GUARDIAN RFID System to properly function.

(f) Facility Condition. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to keep the facility in sufficient condition for operation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.

(g) System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.

(h) System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.

(i) Other Server Maintenance. Other than as provided in Section 6(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.

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(j) Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.

(k) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In addition, where the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any of the Customer's Third-Party Software or the Customer's Third-Party Hardware), and such changed configuration requires modifications to the GUARDIAN RFID System for the GUARDIAN RFID System to function with the changed configuration, the Customer will be responsible for paying amounts related to those changes in accordance with the provisions of Section 7(e) of this Agreement.

(l) Proper Use of GUARDIAN RFID System. Each of the Authorized Customer Personnel must learn proper use of the GUARDIAN RFID System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the GUARDIAN RFID System by another of the Authorized Customer Personnel who is familiar with the proper use of the GUARDIAN RFID System. The Customer acknowledges that the GUARDIAN RFID System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the GUARDIAN RFID System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 11. The failure by the Customer or the Authorized Customer Personnel to properly use the GUARDIAN RFID System or fulfill the obligations of this Section 11 may prevent records logged using the GUARDIAN RFID System from being accurate.

(m) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement in Addendum C.

(n) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (https://www.guardianrfid.com). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from GUARDIAN RFID support:

https://www.guardianrfid.com

In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively information the public of such information:

> *[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.*

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Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

12. CONFIDENTIALITY

(a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.

(b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:

(i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;

(ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

(iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;

(iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;

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(v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or

(vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 12(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 12(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

(c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

(d) Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 12 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 12, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 12, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 12, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

14. INDEMNIFICATION

(a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the GUARDIAN RFID Software infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.

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(b) Indemnification by the Customer. The Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the GUARDIAN RFID Software or GUARDIAN RFID OnDemand other than as permitted under this Agreement; and (ii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel. All Indemnification or 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.

15. TERM AND TERMINATION

(a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the first anniversary of the Effective Date (the "Initial Term"). After the Initial Term, subject to Section 15(b), this Agreement will be automatically renewed for up to three (3) additional one-year (1-year) periods (each such period, an "Extended Term").

(b) Termination for Convenience.

(i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or the end of any Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.

(ii) Early Termination. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or any Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period.

(c) Termination by GUARDIAN RFID for Cause.

(i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:

(A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;

(B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or

(C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 4, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 8(a) and 8(b), or the Confidentiality provisions of Section 12.

(ii) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any

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provision of this Agreement not otherwise specified in Section 15(c)(i) and fails to cure such breach within such notice period.

(d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 10(a)(ii) of this Agreement.

(e) Post-Termination Rights and Obligations.

(i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand.

(ii) The following shall survive the expiration or termination of this Agreement:

(A) The provisions of Sections 8 ("Intellectual Property Rights"), 12 ("Confidentiality"), 13 ("Limitation of Liability"), 14 ("Indemnification"), and 18 ("Non-Disparagement");

(B) The provisions of Section 7 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and

(C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

16. INSURANCE

(a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.

(i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than $1,000,000 for each occurrence plus an umbrella policy of not less than $4,000,000, for a total of $5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than two times the occurrence limit.

(ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than $2,000,000 for each occurrence/$2,000,000 general aggregate.

(iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

(iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:

(A) Bodily Injury by Accident: $1,000,000 Each Accident

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(B) Bodily Injury by Disease: $1,000,000 Each Employee

(C) Bodily Injury by Disease: $1,000,000 Policy Limit

(b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

17. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

18. NON-DISPARAGEMENT

During the Term of the Agreement, and for a period of one (1) year after termination or expiration of the Agreement, each party will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.

19. MISCELLANEOUS

(a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 19 of the Agreement and any of its Addenda, the language of Sections 1 through 19 of the Agreement will control.

(b) Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.

(c) Change Orders. Any change orders and out-of-scope work must be agreed to by executing an amendment to this Agreement pursuant to Section 19(b).

(d) Waiver. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.

(e) Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger,

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consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.

(f) Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:

(i) Delivered personally, with the notice effective upon delivery;

(ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or

(iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.

All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.

(g) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

(h) Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

(i) Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.

(j) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(k) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

(l) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Agreement.

(m) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

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(n) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.

(o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the GUARDIAN RFID System.

(p) Governing Law. The laws of the State of Texas, without regard to Texas's choice-of-law principles, govern all matters arising out of or related to this Agreement.

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

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By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID	**CUSTOMER**
By: _____ (signature of authorized representative)	By: _____ (signature of authorized representative)
Name: Daniel Quam	Name: _____
Title: Director of Product	Title: _____
Date: 12/10/2024	Date: _____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 05 2024 Time: 10:25 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Dec 05 2024 Time: 10:28 am

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ADDENDUM A

Platform License:

☒ GUARDIAN RFID® Mission Command™ Level 04 License (501-1,000 beds)

Mobile License

☒ Mobile Command XR License x 27

Additional Modules (Check for those Selected):

☐ Facilities Manager

☐ Medication Manager

☐ Digital Video Evidence

☒ Operational Intelligence

☐ Academy Unlimited

* Product family categories are Platform, Software, Hardware and Professional Service.

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ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
Extended Term Year Three Renewal Fee* **Date (02/11/2025)**	Current SRF (Last year of current contract period) Discontinue Medication Manager New Annual SRF	**$36,737.92** **($ 423.16)** **$36,314.76**
Implementation and Training	Implementation Fee Training Days x5 Total (Due at Mission Command Go-Live)	**$ 5,000.00** **$ 9,975.00** **$14,975.00**
Initial Term Renewal Fee** **Date (02/11/2026)**	Current Annual SRF Mission Command SRF Increase New Annual SRF	**$36,314.76** **$24,415.00** **$60,729.76**
Extended Term Year One Renewal Fee* **Date (02/11/2027)**	Annual SRF	**$60,729.76**
Extended Term Year Two Renewal Fee* **Date (02/11/2028)**	Annual SRF	**$60,729.76**
Extended Term Year Three Renewal Fee* **Date (02/11/2029)**	Annual SRF	**$60,729.76**
Modification Fee	*[No such modifications contemplated as of the Effective Date.]*	**[N/A]**

* These amounts do not include any taxes.

** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.

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ADDENDUM C

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

(a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID OnDemand Availability.

(b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.

(c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.

(d) "Downtime" means those minutes during which any portion of GUARDIAN RFID OnDemand is not available for the Customer's use.

(e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.

(f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID OnDemand Availability.

(g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID OnDemand is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.

(h) "GUARDIAN RFID OnDemand Availability" means that GUARDIAN RFID OnDemand is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.

(i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.

(j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID OnDemand to become operational following a Disaster.

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2. GUARDIAN RFID ONDEMAND CLOUD SERVER UPTIME

(a) GUARDIAN RFID OnDemand Availability.

(i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID OnDemand Availability of one hundred percent (100%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID OnDemand Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.

(ii) Calculation. The GUARDIAN RFID OnDemand Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.

(iii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID OnDemand only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID OnDemand requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.

(iv) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.

(v) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID OnDemand Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.

(vi) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID OnDemand Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

(i) GUARDIAN RFID will monitor GUARDIAN RFID OnDemand Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID OnDemand Availability-related issues that impact the 100% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.

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(ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.

(iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.

(iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:

(A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID OnDemand Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.

(B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID OnDemand Availability has been achieved.

(c) Customer Responsibilities Relating to GUARDIAN RFID OnDemand Availability.

(i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 6(c) of the Agreement.

(ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.

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(d) GUARDIAN RFID OnDemand Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID OnDemand Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
100%	100% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID OnDemand Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID ONDEMAND CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID OnDemand at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 15(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the

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Customer will contact GUARDIAN RFID in accordance with Section 6(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

(b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

** Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID OnDemand (excluding Internet access or Wi-Fi issues)*

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Confidential & Proprietary. (Rev. 7/2020)

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Confidential & Proprietary. (Rev. 7/2020)

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:
2024-1236380

Date Filed:
11/07/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Codex Corp DBA: Guardian RFID
Maple Grove, MN United States

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

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.
202565
Hardware and software for jails, juvenile detention centers and prison's.

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], USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hennepin County, State of Minnesota, on the 7 day of 11 (month), 20 24 (year).

[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:
2024-1236380

Date Filed:
11/07/2024

Date Acknowledged:
11/12/2024

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

Codex Corp DBA: Guardian RFID
Maple Grove, MN United States

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

Williamson County Sheriff's Office

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.

202565
Hardware and software for jails, juvenile detention centers and prison's.

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 **30.**

Meeting Date: 12/10/2024

Doucet & Associates 1903-303 R&B WA1 SA4 Smith Branch Flood Control

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019 for Smith Branch Flood Control Near Juvenile Justice Center. Funding source: P519

Background

This supplemental is to extend the expiration date to September 30, 2025.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doucet & Associates 1903-303 R&B WA1 SA4 Smith Branch Flood Control

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/27/2024 10:46 AM
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:32 PM
Form Started By: Vicky Edwards		Started On: 11/27/2024 10:12 AM
Final Approval Date: 12/02/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. __4_
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Smith Branch Flood Control Near Juvenile Justice Center

This Supplemental Work Authorization No. _4__ to Work Authorization No. _1___ 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 **Doucet & Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **July 23, 2019** (the "Work Authorization");

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

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

AGREEMENT

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

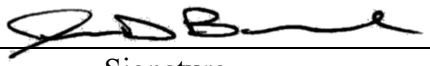
I. The above referenced Work Authorization termination date shall be modified to **September 30, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:	**COUNTY:**
By: 	By: _____
Signature	Signature
John Barnard	Bill Gravell, Jr.
Printed Name	Printed Name
Director - Geospatial	County Judge
Title	Title
11/27/2024	
Date	Date

Attachment C - Work Schedule

Doucet & Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **31.**

Meeting Date: 12/10/2024

Authorize Issuing IFB #25IFB16 County Road Seal Coat FY 25 Improvements for Road and Bridge

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 County Road Seal Coat FY 25 Improvements, under IFB #25IFB16.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced sealing, and striping crews and equipment for County Road Seal Coat FY 25. The county is anticipating selecting one firm for this work. The Estimated Budget is $1,247,984.00. The funding source is 01.0200.0210.003599 and the point of contact is Jenifer Favreau.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:12 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 10:45 AM
Form Started By: Fernando Ramirez		Started On: 12/02/2024 02:29 PM
Final Approval Date: 12/05/2024		

Commissioners Court - Regular Session **32.**

Meeting Date: 12/10/2024

CR 255 SWCA WA#5

Submitted For: Robert Daigh **Submitted By:** Rachel Vrabel, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 5 to Work Authorization No 2 under Williamson County Contract between SWCA, Inc. and Williamson County dated February 25, 2020 for CR 255 Environmental Services. This supplemental is to increase the maximum amount payable to $69,291.32. Funding source: P546.

Background

Work Authorization No. 2 Supplemental No. 5 increases the authorized amount for the CR 255 environmental effort by $7,152.43 to allow for additional field survey for PCN and Texas Historical Commission (THC) memo recommending cultural resources compliance coverage for the gap at the south end of the project, where the project intersects the existing Ronald Reagan Boulevard. The termination date remains December 31, 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 255 swca WA 5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Inky Chandler-Mertz	12/06/2024 01:53 PM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 02:06 PM
Form Started By: Rachel Vrabel		Started On: 12/05/2024 07:52 AM
Final Approval Date: 12/06/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 255 – Environmental Services

This Supplemental Work Authorization No. 5 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Consulting Services, being dated February 25, 2020 ("Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the "County"), and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective June 22, 2021 (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 Firm agree that the Work Authorization shall be amended, changed, and modified as follows:

I. The Services to be Provided by the Firm that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified as shown in the attached revised Attachment "B" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from $62,138.89 to $69,291.32, reflecting an increase of $7,152.43. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

FIRM:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Matthew McMillan	_____
Printed Name	Printed Name
Natural Resources Director – Austin	_____
Title	Title
November 26, 2024	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by the Firm

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 3:02 pm, Dec 04, 2024

ATTACHMENT B
Services to be Provided by the Firm

WORK AUTHORIZATION NO. 2 SUPPLEMENTAL #5
PROJECT: County Road 255 Environmental Services

Phase 03 – Cultural Resources Assessment

The County noticed a relatively small gap in cultural resources (CR) compliance coverage at the south end of the project, where the project intersects the existing Ronald Reagan Boulevard. After conferring with the Firm, it was decided that a letter of memorandum (memo) would be submitted to the Texas Historical Commission (THC) recommending CR coverage for the gap, but without excavating additional shovel tests due to the existing studies associated with both roadways.

The Firm will organize a background review with data collected during the CR 255 field surveys and the original Ronald Reagan Boulevard surveys (which the Firm also performed) to demonstrate that the coverage gap is very small and is contained within a previously disturbed area that was previously cleared by the THC. Due to these previous extensive disturbances, a cultural resources survey within the existing Ronald Reagan Boulevard right-of-way is not likely required. As such, the Firm will make a professional recommendation that no survey is needed for regulatory compliance and that the memo is sufficient to obtain such compliance.

Phase 05 – Pre-construction Notification

The Firm submitted a pre-construction notification (PCN) to the U.S. Army Corps of Engineers (USACE) in July 2024. The USACE responded in mid-August with several requested updates, most of which were fairly minor. However, one of the requests included an additional field survey to investigate potential historical structures near a jurisdictional stream crossing, with an update to the associated CR due diligence document and report re-submittal to the THC. This request resulted in unanticipated time when assembling the budget for the PCN. As such, the Firm requests additional funds to cover a small overrun.

Assumptions

- This scope of services includes no in-person meetings or site visits with any agency.
- No additional cultural resources field investigation will be required.
- The THC will agree with the proposed recommended project coverage without the need for additional shovel tests.

ATTACHMENT D
Fee Schedule

WORK AUTHORIZATION NO. 2 SUPPLEMENTAL #5
PROJECT: County Road 255 Environmental Services

Estimated Cost Breakdown

The Firm proposes to conduct the services described in Attachment B on a time and materials basis in accordance with SWCA's 2021 Adjusted Rate Schedule.

Project Role	Rate	Phase 03 - Cultural Resources Assessment		Phase 05 - Pre-construction Notification		Total Hours	Total Charge
		Hours	Charge	Hours	Charge		
Specialist I	$68.10	0	$0.00	0	$0.00	0	$0.00
Specialist II	$80.30	0	$0.00	0	$0.00	0	$0.00
Specialist III	$90.46	0	$0.00	0	$0.00	0	$0.00
Specialist IV	$100.62	0	$0.00	0	$0.00	0	$0.00
Specialist V	$110.79	5	$553.95	0	$0.00	5	$553.95
Specialist VI	$120.95	8	$967.60	9	$1,088.55	17	$2,056.15
Specialist VII	$133.15	12	$1,597.80	4	$532.60	16	$2,130.40
Specialist VIII	$144.33	8	$1,154.64	4	$577.32	12	$1,731.96
Specialist IX	$155.51	3	$466.53	0	$0.00	3	$466.53
Specialist X	$173.80	0	$0.00	0	$0.00	0	$0.00
Specialist XI	$190.07	0	$0.00	0	$0.00	0	$0.00
Specialist XII	$208.36	0	$0.00	0	$0.00	0	$0.00
Subject Matter Expert	$213.44	1	$213.44	0	$0.00	1	$213.44
Total Labor						**54**	**$7,152.43**

Commissioners Court - Regular Session **33.**

Meeting Date: 12/10/2024

Resolution Approving Project Applications to be Submitted for the CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) funding programs

Submitted By: Andrea Schiele, County Judge

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to authorize the County Judge to execute a resolution approving the submittal of multiple project applications in response to the CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) funding programs, with a commitment to contribute to the local match if a project is selected for funding. Funding Source: LRTP, Road and Bridge Funds or 2023 Road Bond (if applicable).

Background

Applications for the CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) funding programs are due on December 20th. If a project is selected for funding through the CAMPO call, the required local match is 20%. The following projects will be submitted with Williamson County as the sponsor: Schultz Lane at Meister Lane, CR 110 at Red Bud Lane, Old Settlers Road and Jonah / Mileham Branch.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

20241210-Wilco-CAMPO-TASA-FY26-29 Support Resolution

20241210_SchultzLane_Grants Management Request

20241210_CR110-RedBudLane_Grants Management Request

20241210_OldSettlersRd_Grants Management Request

20241210_Jonah-Mileham_Grants Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	12/06/2024 01:29 PM
Form Started By: Andrea Schiele		Started On: 12/06/2024 01:18 PM
Final Approval Date: 12/06/2024		

A Resolution of the Williamson County Commissioners' Court Approving the Williamson County Project Applications to Be Submitted to the Capital Area Metropolitan Planning Organization for the Fiscal Year 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) Project Funding

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Capital Area Metropolitan Planning Organization (CAMPO) has announced a project call for Fiscal Year 2026-2029 for project funding from a variety of funding sources; and

WHEREAS, the Williamson County Commissioner's Court approved and adopted the Long-Range Transportation Plan (LRTP) in October 2009 and subsequent amendments and approved specific funding for the development of projects identified in the LRTP in the FY 2023 budget; and

WHEREAS, the 2023 Road Bond package was approved by the Williamson County voters on November 7, 2023 and the Road and Bridge FY 25 Budget was approved on August 27, 2024.

WHEREAS, the following elements of the Williamson County LRTP, 2023 bond program and Road and Bridge Budget have been identified as being competitive for the CAMPO Fiscal Year 2026-2029 Project Call:

- Schultz Lane at Meister Lane
- CR 110 at Red Bud Lane
- Old Settlers Road
- Jonah / Mileham Branch

WHEREAS, the award of CAMPO funding for these projects could allow approved bond or LRTP funding to initiate project development for other projects included in the LRTP or to accelerate construction;

WHEREAS, if a project listed above is selected, Williamson County is committed to contributing the local funding match;

NOW, THEREFORE, BE IT RESOLVED by the Williamson County Commissioners' Court:

That the Commissioners' Court of Williamson County does hereby approve submitting project applications to the Capital Area Metropolitan Planning Organization for the Fiscal Year 2026-2029 Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) Project Call.

RESOLVED this _____ day of December 2024.

_____
Bill Gravell, Jr., County Judge

ATTEST:

_____
Nancy E. Rister, County Clerk

Schultz Lane at Meister Lane

CR 110 at Red Bud Lane

Old Settlers Road

Jonah / Mileham Branch

Grant Title/Project Name:	CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) for Schultz Lane at Meister Lane
Department:	Road and Bridge / Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	TBD
End Date:	TBD
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for project located at Schultz Lane at Meister Lane.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$800,000.00
Please provide a breakdown of the total cost above.	Construction - $1,000,000.00 ($800,000.00 grant funds and $200,000.00 local match
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from LRTP, Road and Bridge Funds or 2023 Road Bond Funds (if applicable)
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$200,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from LRTP, Road and Bridge Funds or 2023 Road Bond Funds (if applicable)
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - normal roadway and signal maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	4/4/2024 10:05 AM
Created By	Vicky Edwards
Modified	
Modified By	

Grant Title/Project Name:	CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) for CR 110 at Red Bud Lane
Department:	Road and Bridge / Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	TBD
End Date:	TBD
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for project located at CR 110 at Red Bud Lane.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$1,600,000.00
Please provide a breakdown of the total cost above.	Construction - $2,000,000.00 ($1,600,000.00 grant funds and $400,000.00 local match
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from LRTP, Road and Bridge Funds or 2023 Road Bond Funds (if applicable)
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$400,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from LRTP, Road and Bridge Funds or 2023 Road Bond Funds (if applicable)
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - normal roadway and signal maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	4/4/2024 10:05 AM
Created By	Vicky Edwards
Modified	
Modified By	

Grant Title/Project Name:	CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) for Old Settlers Road
Department:	Road and Bridge
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	TBD
End Date:	TBD
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for project located at Old Settlers Road
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$1,200,000.00
Please provide a breakdown of the total cost above.	Construction - 1,500,000.00 ($1,200,000.00 grant funds and $300,000.00 local match
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from LRTP or Road and Bridge Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$300,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from LRTP or Road and Bridge Funds
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - Normal roadway and signal maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	4/4/2024 10:05 AM
Created By	Vicky Edwards
Modified	
Modified By	

Grant Title/Project Name:	CAMPO FY 2026-2029 Project Call for Transportation Alternative Set-Aside (TASA) and Carbon Reduction Program (CRP) for Jonah / Mileham Branch
Department:	Road and Bridge
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	TBD
End Date:	TBD
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for project located at Jonah / Mileham Branch
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$1,600,000.00
Please provide a breakdown of the total cost above.	Construction - $2,000,000.00 ($1,600,000.00 grant funds and $400,000.00 local match
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 20% match to come from LRTP or Road and Bridge Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$400,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from LRTP or Road and Bridge Funds
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	Yes - normal bridge maintenance
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	N/A

What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	N/A
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	Anticipated 20% match
ID	104
Version	2.0
Attachments	False
Created	4/4/2024 10:05 AM
Created By	Vicky Edwards
Modified	
Modified By	

Commissioners Court - Regular Session **34.**

Meeting Date: 12/10/2024

Final plat for the Santa Rita Ranch Phase 7A Section 4 subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7A Section 4 subdivision – Precinct 2.

Background

This is the final section in the Santa Rita Ranch Phase 7A development. It consists of 1 open space/drainage lot and 907 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $10,103,110.00 has been posted with the County to cover the cost of the remaining construction in Santa Rita Ranch Phase 7A.

Timeline

2024-02-20 – initial submittal of the final plat
2024-03-20 – 1st review complete with comments
2024-11-07 – 2nd submittal of final plat
2024-11-21 – 2nd review complete with comments clear
2024-12-03 – receipt of final plat with signatures
2024-12-05 – final plat placed on the December 10, 2024 Commissioners Court agenda for consideration

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

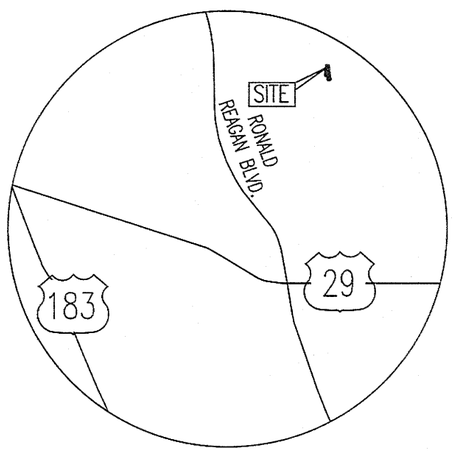
Attachments

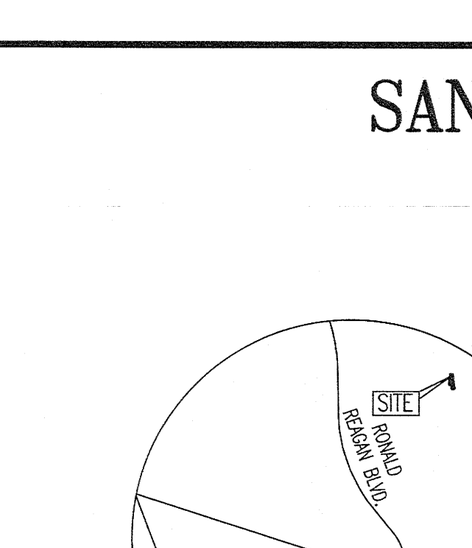
final plat santa rita ranch ph 7a sec4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:05 PM
Form Started By: Adam Boatright		Started On: 12/05/2024 11:08 AM
Final Approval Date: 12/06/2024		

SANTA RITA RANCH PHASE 7A, SECTION 4
FINAL PLAT

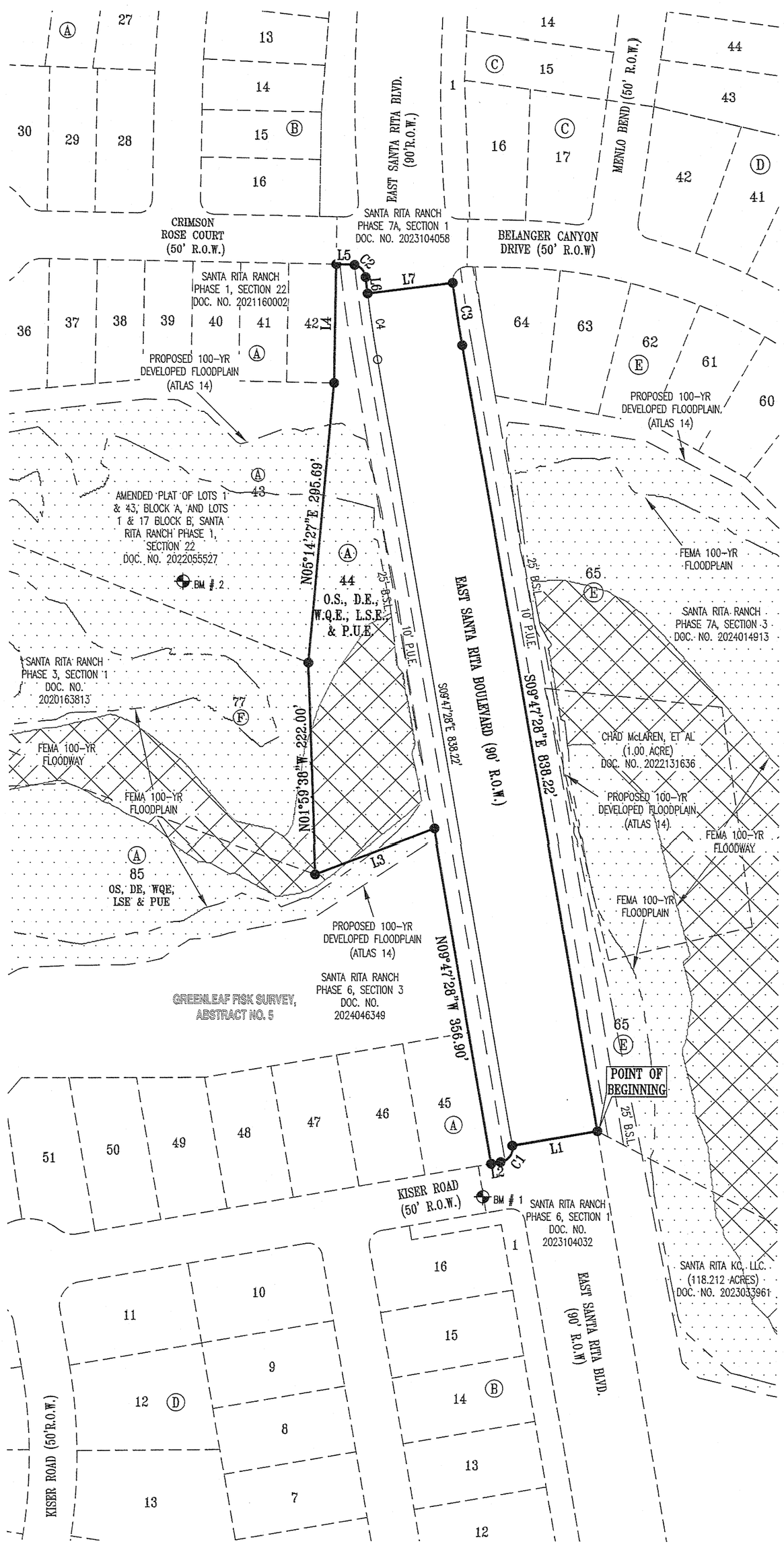




(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" CAPPED IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- O.S. OPEN SPACE
- FEMA 100-YEAR FLOODPLAIN
- PROPOSED 100 YEAR FLOODPLAIN (ATLAS 14)
- FEMA 100-YEAR FLOODWAY



Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	23.56	15.00	S35°12'32"W	21.21	15.00	90°00'00"
C2	21.55	15.00	S47°52'06"E	19.74	13.11	82°18'57"
C3	66.45	1540.00	S08°33'18"E	66.44	33.23	2°28'20"
C4	70.33	1630.00	S08°33'18"E	70.32	35.17	2°28'20"

Line Table		
Line #	Length	Direction
L1	90.00	S80°12'32"W
L2	10.00	S80°12'32"W
L3	133.18	S69°00'19"W
L4	125.00	N00°58'26"E
L5	15.95	S89°01'34"E
L6	17.32	S07°00'53"E
L7	90.00	N82°40'51"E

ORIGINAL SUBMITTAL DATE: JANUARY 20, 2024

DATE: NOVEMBER 5, 2024

OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE
TOTAL ACREAGE: 3.410 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

BM # 1
CAPPED IRON ROD SET
STAMPED "CONTROL"
N: 10214586.57
E: 3086242.97
ELEV: 987.49
(NAVD '88)

BM # 2
CAPPED IRON ROD SET
STAMPED "CONTROL"
N: 10215232.62
E: 3085927.80
ELEV: 977.80
(NAVD '88)

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS	1
O.S., D.E., W.Q.E., L.S.E., & P.U.E. LOTS:	1

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
EAST SANTA RITA BOULEVARD	907'	90' R.O.W.	48' FOC-FOC	35 M.P.H.	PUBLIC	MAJOR COLLECTOR
TOTAL	907'					

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83

SHEET NO. 1 OF 3

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5598\Survey\PLAT - SANTA RITA RANCH PHASE 7A, SECTION 4

SANTA RITA RANCH PHASE 7A, SECTION 4
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 3.410 ACRE TRACT OF LAND, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 59.909 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033962, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 3.410 ACRES TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST TERMINUS CORNER OF EAST SANTA RITA BOULEVARD (90' R.O.W.), AS DEDICATED BY THE PLAT OF SANTA RITA RANCH PHASE 6, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104032, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, BEING ON THE SOUTH LINE OF SAID 59.909 ACRE TRACT OF LAND, SAME BEING ON THE NORTH LINE OF A CALLED 118.212 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023033961, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, ALSO BEING AT THE SOUTHWEST CORNER OF LOT 65, BLOCK E, SANTA RITA RANCH PHASE 7A, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024014913, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S80°12'32"W, WITH THE TERMINUS LINE OF SAID EAST SANTA RITA BOULEVARD, THE NORTH LINE OF SAID 118.212 ACRE TRACT OF LAND, AND THE SOUTH LINE OF SAID 59.909 ACRE TRACT OF LAND, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHWEST TERMINUS CORNER OF SAID EAST SANTA RITA BOULEVARD, BEING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST SANTA RITA BOULEVARD AND THE NORTH RIGHT-OF-WAY LINE OF KISER ROAD (50' R.O.W.), SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR CORNER,

THENCE, WITH THE NORTH LINE OF SAID KISER ROAD, THE SOUTH LINE OF SAID 59.909 ACRE TRACT OF LAND, AND THE NORTH LINE OF SAID 118.212 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S35°12'32"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
2) S80°12'32"W, A DISTANCE OF 10.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST CORNER OF LOT 45, BLOCK A, SANTA RITA RANCH PHASE 6, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024046349, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE EAST AND NORTH LINES OF SAID SANTA RITA RANCH PHASE 6, SECTION 3, AND THE WEST LINE OF SAID 59.909 ACRE TRACT OF LAND, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) N09°47'28"W, A DISTANCE OF 356.90 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
2) S69°00'19"W, A DISTANCE OF 133.18 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT A CORNER ON THE NORTH LINE OF LOT 85, BLOCK A, SAID SANTA RITA RANCH PHASE 6, SECTION 3, BEING AT THE SOUTHEAST CORNER OF LOT 77, BLOCK F, SANTA RITA RANCH PHASE 3, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020163813, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR CORNER,

THENCE, N01°59'38"W, WITH THE EAST LINE OF SAID LOT 77, AND THE WEST LINE OF SAID 59.909 ACRE TRACT OF LAND, A DISTANCE OF 222.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 77, BEING AT THE SOUTHEAST CORNER OF LOT 43, BLOCK A, AMENDED PLAT OF LOTS 1 & 43, BLOCK A, AND LOTS 1 & 17, BLOCK B, SANTA RITA RANCH PHASE 1, SECTION 22, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2022055527, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR CORNER,

THENCE, N05°14'27"E, WITH THE EAST LINE OF SAID LOT 43, AND THE WEST LINE OF SAID 59.909 ACRE TRACT OF LAND, A DISTANCE OF 295.69 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 43, BEING AT THE SOUTHEAST CORNER OF LOT 42, BLOCK A, SANTA RITA RANCH PHASE 1, SECTION 22, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021160002, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR CORNER,

THENCE, N00°58'26"E, WITH THE EAST LINE OF SAID LOT 42, AND THE WEST LINE OF SAID 59.909 ACRE TRACT OF LAND, A DISTANCE OF 125.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE NORTHEAST CORNER OF SAID LOT 42, BEING AT THE SOUTHEAST TERMINUS CORNER OF CRIMSON ROSE COURT (50' R.O.W.), BEING AT THE SOUTHWEST CORNER OF SANTA RITA RANCH PHASE 7A, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104058, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S89°01'34"E, WITH THE SOUTH LINE OF SAID CRIMSON ROSE COURT AND THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, A DISTANCE OF 15.95 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE INTERSECTION OF THE SOUTH LINE OF SAID CRIMSON ROSE COURT AND THE WEST RIGHT-OF-WAY LINE SAID EAST SANTA RITA BOULEVARD, AS DEDICATED BY THE PLAT OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, SAME BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR CORNER,

THENCE, OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND, AND WITH THE WEST LINE OF SAID EAST SANTA RITA BOULEVARD, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.55 FEET, AND A CHORD THAT BEARS S47°52'06"E, A DISTANCE OF 19.74 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
2) S07°00'53"E, A DISTANCE OF 17.32 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHWEST TERMINUS CORNER OF SAID EAST SANTA RITA BOULEVARD, BEING AT A CORNER ON THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, FOR CORNER,

THENCE, N82°40'51"E, WITH THE SOUTH TERMINUS LINE OF SAID EAST SANTA RITA BOULEVARD AND THE SOUTH LINE OF SAID SANTA RITA RANCH PHASE 7A, SECTION 1, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT THE SOUTHEAST TERMINUS CORNER OF SAID EAST SANTA RITA BOULEVARD, BEING AT THE NORTHWEST CORNER OF LOT 65, BLOCK E, SANTA RITA RANCH PHASE 7A, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024014913, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 59.909 ACRE TRACT OF LAND AND WITH THE WEST LINE OF SAID LOT 65, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1540.00 FEET, AN ARC LENGTH OF 66.45 FEET, AND A CHORD THAT BEARS S08°33'18"E, A DISTANCE OF 66.44 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR CORNER, AND
2) S09°47'28"E, A DISTANCE OF 838.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.410 ACRES OF LAND.

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DEFACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGANCE & DOERING, INC., DATED FEBRUARY 14, 2024. THE FEMA 100-YR FLOODPLAIN AND FLOODWAY SHOWN ON THE PLAT WERE TAKEN FROM FEMA C.L.O.M.R. NO. 24-06-0895R, EFFECTIVE OCTOBER 16, 2024.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
6. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT IS NOT PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 7A, SECTION 4
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC, OWNER OF THE CERTAIN CALLED 59.909 ACRE TRACT OF LAND CONVEYED BY DEED IN DOCUMENT NUMBER 2023033962, THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY TEXAS OUT OF AND A PART OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH PHASE 7A, SECTION 4 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF November, 20 24

SANTA RITA KC, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

JAMES EDWARD HORNE
VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF November, 2024 A.D.

Susan O. Martin
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2027
NOTARY ID 10425934

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE HOLDER OF A DEED OF TRUST LIEN SECURED BY THE PROPERTY, DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY:
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25 DAY OF November, A.D., 2024.

BY:
NOTARY PUBLIC, STATE OF TEXAS
PRINTED NAME: Araceli Hernandez
MY COMMISSION EXPIRES 6-02-2028

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2028
Notary ID 126285198

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 11/21/2024
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
STEVEN P. CATES
93648

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

I, ERIC JOHN DANNHEIM, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: 11/21/24
ERIC JOHN DANNHEIM, R.P.L.S. NO. 6075 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
EDANNHEIM@cbdeng.com

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL LAND SURVEYOR

PAUL BRANDENBURG, CITY MANAGER
CITY OF LIBERTY HILL, TEXAS

12/2/2024
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25 DAY OF November, 2024 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS
Cindy Bridges
PRINTED NAME

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

Commissioners Court - Regular Session **35.**

Meeting Date: 12/10/2024

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 (Evan Michael Marks) 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

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/04/2024 03:32 PM
Form Started By: Andrea Schiele		Started On: 12/03/2024 03:40 PM
Final Approval Date: 12/04/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Evan Michael Marks)

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:

Evan Michael Marks (SSN xxx-xx-4455) passed away on October 21, 2024, at the age of 72, at his 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.

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 and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of December 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **36.**

Meeting Date: 12/10/2024

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 (Giovanni Lococo Jr.) 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

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	12/06/2024 12:13 PM
Form Started By: Andrea Schiele		Started On: 12/05/2024 08:37 AM
Final Approval Date: 12/06/2024		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Giovanni Lococo Jr.)

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:

Giovanni Lococo Jr. (SSN xxx-xx-7970) passed away on November 24, 2024, at the age of 70, while admitted at Baylor Scott and White Medical Center located at 300 University Blvd, Round Rock, Texas 78665.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this ____ day of December 2024.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **37.**

Meeting Date: 12/10/2024

ESD #5 Recognition of Barry Cryer

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

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, Consider, and take appropriate action on recognizing Williamson County ESD #5 Commissioner Barry Cryer, for his services to the Williamson County ESD #5

Background

Mr. Cryer served as ESD #5 Commissioner for 9 years, 3 years as the President.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/05/2024 11:05 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/04/2024 03:00 PM
Final Approval Date: 12/05/2024		

Commissioners Court - Regular Session **38.**

Meeting Date: 12/10/2024

ESD #10 Recognition of Bob Avant

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

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing Williamson County ESD #10 Commissioner Bob Avant for his service to the Williamson County ESD #10.

Background

Mr. Avant has served on the board since 2012. Out of the 12 years, the last seven, he has served as the President.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 04:06 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/04/2024 03:04 PM
Final Approval Date: 12/04/2024		

Commissioners Court - Regular Session **39.**

Meeting Date: 12/10/2024

ESD #3 Recognition of Bill Brown

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

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing Williamson County ESD #3 Commissioner Bill Brown for his service to ESD #3.

Background

Mr. Brown served as a board member for 13 years and 11 years as the President.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:18 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/04/2024 03:16 PM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **40.**

Meeting Date: 12/10/2024

KRXT Radio Station

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

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing an agreement between the Taylor Economic Development Corporation (TEDC) and Cowboy Broadcasting Network, LLC whereby the 98.5FM KRXT Radio Station will be relocating to downtown Taylor

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:18 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/04/2024 03:08 PM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **41.**

Meeting Date: 12/10/2024

FY23 Consolidated Annual Performance Evaluation Report CAPER

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 program's 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

Background

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY23 Community Development Block Grant (CDBG) program. This report identifies the progress made regarding active and completed projects that have received Williamson County CDBG funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five-year Consolidated Plan.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

fy 23 Caper with project info

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:44 PM
Form Started By: Sally Bardwell		Started On: 12/04/2024 04:35 PM
Final Approval Date: 12/06/2024		

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Williamson County was awarded CDBG funds in the amount of $1,844,652 for Fiscal Year 2023 (October 1, 2023 through September 30, 2024). In accordance to the priorities identified and outlined in the County's Consolidated Plan, three social service projects, two home repair projects, and four infrastructure projects were identified for FY23 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.

CDBG-CV funds in the amount of $2,283,010 will also be addressed.

The County's Strategic Plan outlines the following as high priority projects.

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, 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 Tax Credit 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 household 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 news and 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.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY23 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan. Project progress can be found in the attachment section of this document. See FY23 Funded Project Information. This document outlines current, previously funded and CDBG-CV Cares funded projects.

It is required that this report be available for review for a minimum of 15 days. The review period is December 13 – December 27, 2024. A public hearing was held on December 18, 2024. To date, no comments have been received.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Affordable Rental Housing	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	174	41	23.56%			
Fair Housing Activities	Fair Housing Activities	CDBG: $	Other	Other	1	0	0.00%			
Home-ownership Assistance	Affordable Housing	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	10	0	0.00%	0	0	
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	62		0	52	
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	125	85	68.00%	45	30	66.67%
Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0		0	0	

Housing Rehabilitation	Affordable Housing Public Housing	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	
Improve public facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	40950	18514	45.21%	1815	5490	302.48%
Improve public facilities	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				
Improve public facilities	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Improve public facilities	Non-Housing Community Development	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Improve public infrastructure	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	800	5636	704.50%			
Planning and Administration	Administration and Planning	CDBG: $	Other	Other	1	1	100.00%	1	0	0.00%
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	71	71.00%			

Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Provide housing/services to the homeless/at risk	Non-Housing Community Development	CDBG: $	Homelessness Prevention	Persons Assisted	0	0				
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	450	1196	265.78%	252	16	6.35%
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	8		0	0	
Provide public services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Other	Other	1	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All activities funded are identified as High Priority projects. Please see attached documents outlining projects funded and progress in 2023 (FY23 Project Information).

The Community Development office will complete a Fair Housing activity in the 2024 fiscal year.

The CDBG program will complete and set up activities as they are ready to utilize funds. All goals are expected to be met.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	2,275
Black or African American	441
Asian	38
American Indian or American Native	31
Native Hawaiian or Other Pacific Islander	1
Total	**2,786**
Hispanic	1,258
Not Hispanic	1,528

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Numbers in Table 2 of CR-10 represent the numbers for the following projects:

Habitat for Humanity Home Repair

Georgetown Home Repair

Key2Free

Granger Housing Authority

Georgetown Housing Authority

Sacred Heart

Hutto Resource Center

Operation Liberty Hill

Helping Hands of Georgetown

Impact Counseling

The chart does not represent those identified as other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,844,652	2,096,043

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Participating Cities + Unincorporated Areas of County			
City of Georgetown			
City of Granger			
City of Leander			
City of Taylor			
Countywide			

Table 4 – Identify the geographic distribution and location of investments

Narrative

Percent of CDBG funds allocated to each project:

Jarrell Street Paving 27%

Granger Water 20%

Georgetown Home Repair 8%

Habitat Home Repair 9%

Liberty Hill Sidewalks 23%

Helping Hands of Georgetown 2%

Hutto Resource Center 2%

Operation Liberty Hill .01%

Program Administration 8%

Williamson County does not allocate CDBG funds based on identified target areas. The County receives applications for funding from participating cities and local organizations for projects that fit within the County's priorities. Applications are reviewed by the Community Development Administrator who then makes a recommendation to Commissioners Court based on need and funding allocation. Commissioners Court reviews the recommendation and either approves or requests modifications.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Matching funds are not required in the CDBG program.

The following are leveraged funds per FY23 project. Sources include private, local, state, other federal funds.

Jarrell Street Paving Project $10,000 Local Funds
Granger Water System Project $10,000 Local Funds
Habitat for Humanity Home Repair Program $200,000 Private Funds
Helping Hands of Georgetown $165,000 Private Funds
Operation Liberty Hill $11,820 Private Funds

Williamson County does not use publicly owned land or property to address identified needs. Williamson County does not receive HOME or ESG funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	45	30
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**45**	**30**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	45	30
Number of households supported through Acquisition of Existing Units	0	0
Total	**45**	**30**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Georgetown and Habitat for Humanity Home Repair programs were anticipated to assisted 45 income qualified home owners. Habitat assisted 23 low income households. Georgetown is utilizing funds from the previous year and did not utilize FY23 funding. Georgetown Home Repair program assisted 7 income qualified households. Construction costs has contributed to the number of households that can be assited.

Georgetown Housing Authority completed a project that upgraded 52 affordable units located at the Stonehaven property.

Discuss how these outcomes will impact future annual action plans.

The success of these programs has been instrumental in assisting low-mod income households to remain in their homes and thus prevent homelessness. It is expected that these programs will continue. The CDBG office provides technical and program assistance on a continual basis to include meeting various departments for each organization, depending on need.

The CDBG office meets with the homelessness coalition to discuss options to increase affordable housing to low-mod income families.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	19	0
Low-income	7	0
Moderate-income	4	0
Total	**30**	**0**

Table 7 – Number of Households Served

Narrative Information

The Habitat Home Repair program assisted 23families with its rehab program. Three are moderate income, six are low income and 14 are extremely low income. The Geogetown Home Repair program assisted 7 households in FY23. One is moderate income, one is low income and five are extremely low income. The Georgetown Housing Authority rehabbed it's facility to include 52 extrmely low income households. Those assisted for the Georgetown Housing Authority are renters. This project was funded in 2021 and 2022.

The Taylor Housing Authority will utilize reallocated funds for rental assistance. The Hutto Resource Center assisted 15 clients withe rental/mortgage assistance. All clients are low income.

The local Housing Authorities provide affordable housing to low income individuals and families. The number of units available is greatly out numbered by the number of those in need. Families and individuals are encouraged to contact local organizations for rental assistance and other needs.

Worst case needs are address through the Habitat for Humanity and Georgetown home repair programs. These programs allow for the repair of homes so that low-income residents can remain

housed in homes that are no longer substandard. Repairs could include those needed for individuals with a disability. The Granger Housing Authority and the Georgetown Housing Authority completed rehab projects on their facilities, which house extremely low income residents.

In an effort to maintain affordable housing, Habitat for Humanity and Georgetown home repair programs are funded to ensure that homes of low income individuals are repaired and that they can remain housed. Both the Granger and Georgetown Housing Authorities have rehabbed units for low income residents, also ensuring that individuals remain housed. Habitat for Humanity received CDBG-CV funding to purchase land for affordable housing. To date, two properties have been purchased. Key2Free assists homeless individuals with obtaining temporary and permanent housing. Operation Liberty Hill assists 33 homeless clients with emergency shelter.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Georgetown Housing Authority rehabilitation project repaired housing for 52 extremely low income households.

Habitat Home Repair program assisted 23 households in FY23, allowing individuals to remain in their homes and avoid homelessness. The Georgetown Home Repair program assisted 7 households in FY23.

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum works 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. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

The County continues to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons. Examples of support include, but are not limited to, employees serving as board members, collaboration during special projects, and public recognition of services provided.

Another organization addressing homelessness is the Georgetown Project. The Georgetown Project opened the NEST in 2011 as an outreach to Georgetown ISD teens in 9th-12thgrade that were homeless or living in transition. The NEST Program now includes The NEST Host Home, an overnight safe haven for youth living in transition, and The NEST Empowerment Center, an after school safe haven for all Georgetown ISD high school teens who are in need of free resources.

Bluebonnet Trails provides Housing First services that assist people in securing permanent housing and achieve housing stability, without preconditions or barriers as a prerequisite for housing. Focus will be on the housing needs of people that are homeless by connecting with local housing authorities, applying for Section 8 or Section 811, finding available rental units and negotiating with property managers. Housing First will also help individuals access employment, psychiatric and primary healthcare, veteran and peer support services, access community resources and apply for Social Security benefits and other benefits such as Supplemental Nutrition Assistance Program (SNAP), as needed.

Key2Free was funded in FY19 and FY22. The FY19 funded program assisted one new homeless individuals in FY23 and and assisted 31 for the program total. The FY22 funded program assisted 36 new clients in FY23. The program provides clinical, medical and dental services to victims of human trafficking.

Other programs utilizing CDBG funds is the Hutto Resource Center Food pantry that assisted 3096 households with food. Operation Liberty Hill provided emergency shelter for the homeless population. In FY23, they assisted 33 homeless individuals. Helping Hands of Georgetown provides food to low income clients. They have assisted 1051 clients. While some of these programs don't exclusively provide for the homeless population, they do have opportunities to reachout to those who may be experiencing homelessness or near homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Operation Liberty Hill provides emergency shelter for individuals experiencing homelessness. In FY23, they assisted 33 homeless people. Operation Liberty Hill also provides support for these individuals with the goal of bringing them out of homelessness.

The CDBG Program Adminstrator participates in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group meets to discuss how better to address the homeless population in Williamson County. The County also funds Bluebonnet Trails,Key2Free and the Crisis Center. These organizations work directly with the homeless population and assist with transitional housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after 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); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Georgetown Housing Authority utilized funding to rehabilitate 52 existing units. The rehabilitation of these units allows the extremely low income households to remain housed, ultimately, preventing homelessness.

Habitat Home Repair program has assisted 23 low income households with repairs that allow them to remain housed. The Georgetown Home Repair program assisted 7 in FY23.

Bluebonnet Trails Community Services has several programs. The Mobile Crisis Outreach Team (MCOT) is made up of an array of qualified and highly trained mental health professionals who are available for immediate response 24 hours a day, 7 days a week throughout 8 counties. MCOT services focus on providing timely crisis assessments and development of a plan to resolve the crisis. MCOT provides

services where the crisis is taking place and provides housing assistance to victims of domestic violence.

Bluebonnet Trails offers a Diversion Center to provide triage and 23-48 hour observation services to those in crisis. The unit provides services to individuals residing in Bastrop, Burnet, Caldwell, Fayette, Gonzales, Guadalupe, Lee, and Williamson Counties. The Diversion Center offers voluntary and involuntary admission for individuals in crisis who need short-term care to achieve stabilization. Once admitted, individuals are seen by a doctor within the first hour to ensure appropriate medications are provided. Licensed nurses monitor symptoms and provide support 24/7. Up to 48 hours of care is offered, working with the individual to fulfill a step-down care plan to decrease the need for inpatient hospitalization.

The Crisis Respite Units (CRU) have a 16-bed CRU located in Georgetown, TX, and a 10-bed Seguin CRU located in Seguin, TX. Both operate 24 hours a day, 7 days a week. The primary objective of crisis respite services is crisis stabilization and resolution for the participant or the participant's family/caregiver. Staff assists individuals in crisis, through assessments and evaluations to determine the most suitable care plan for recovery. Respite services include linking to resources, skills training, group therapy, and psychiatric stabilization for individuals to return back to their community successfully. The length of stay is determined by need and can be as little as a few hours or as long as 14 days or more.

The Crisis Center provides housing assistance to victims of domestic violence.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available services. Residents can go to www.wilco.org/communityresources and enter their zip code to search for services near their location. All searches are confidential.

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 CDBG Program Adminstrator participated in the Williamson County Homeless Coalition. The coalition is made up of local organizations who assist the homeless. The group meets to discuss how better to address the homeless population in Williamson County.

The Balance of State 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. Recent trends through 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. Williamson County continues to support local organizations, such as the Georgetown Project to assist homeless youth with transitional and permanent housing. This is done through Williamson County Juvenile Services.

Williamson Burnet County Oppotunities (WBCO) provides services such emergency assistance, headstart, case management to transition out of poverty, adult education program for job skills, and rapid re-housing program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Williamson County's public housing authorities continue to seek additional funding to address public housing needs and apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities continue to provide housing assistance and social service needs to residents and maintain efforts to implement more programs if funding allows.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Georgetown Housing Authority also provides a Family Self Sufficiency Program which is a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. They work with welfare agencies, schools, businesses, and other local partners to develop 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 hopefully, enable them to live without any form of public assistance.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord. The Taylor Housing Authority also administers 3-year housing vouchers for those exiting the foster care system.

The Taylor Housing Authority will utilized reallocated CDBG funds for rental/mortgage assistance.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

Williamson County works with the Georgetown Housing Authority to conduct required reviews and approvals in order for the Housing Authority to receive federal funding. All Housing Authorities are invited to participate in the development of the annuall action plan and the 5-year consolidated plan. The Williamson County CDBG office assists, as requested, the housing authorities with funding options and any other needs.

The Georgetown Housing Authority utlized CDBG funds for rehab of 52 units. This project is

complete. The renovations allow for improved housing for low income households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County does not use CDBG funding directly to encourage public housing residents to become involved in management and to participate in homeownership activities. However, the County encourages the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. The local Housing Authorities have Resident Commissions on their boards in an effort to encourage participation. Also, all documents requiring public review are provided to local housing authorities.

Actions taken to provide assistance to troubled PHAs

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken 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. 91.220 (j); 91.320 (i)

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing.

The County continues to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting all of the identified needs is the lack of funding resources. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County continues to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To the greatest extent practicable, Williamson County works with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. Specifially, Habitat for Humanity conducts lead-based paint testing prior to work being done and follows best practices to remediate. The County also disseminates information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Williamson County continues to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs are carried out through oversight by the Williamson County Community Development Administrator in

which work will be conducted through the issuance of sub-recipient agreements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

While Williamson County has limited resources to address the priorities identified, the County continues to seek partnerships and establish cooperative working relationships to leverage its annual CDBG allocations. This typically comes in the form of matching city funds or other grant funds (which are not required).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The Central Texas Fair Housing Assessment was completed in 2019.

Williamson County participates in the Williamson County Homelessness Coalition. The Coalition meets monthly to gather information on the homelessness population, affordable housing and other needs of the low income population.

Identified Impediments to Fair Housing:

City and county capacity for addressing fair housing challenges is limited.

- **The County works with cities and agencies to provide guidance on Fair Housing to residents.**

The harm caused by segregation is manifested in disproportionate housing needs and differences in economic opportunity.

Affordable rental options in the region are increasingly limited.

- **Williamson County has funded the Georgetown Housing Authority and Granger Housing Authority for rental rehab. This allows sustainability of affordable units.**

Stricter rental policies further limit options.

Disparities in the ability to access homeownership.

- Funding has been provided to Habitat for Humanity for land acquisition that will be used for affordable housing. The City of Georgetown also utilized funds for infrastructure for affordable housing.

State regulations and zoning and land use limit housing choice.

Educational Inequities persist in the region.

Public transportation access has not kept up with growth.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development Administrator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Community Development Administrator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects.

The Community Development Administrator conducts desk monitorings of each project to ensure compliance and progression. Monitorings are ongoing as Williamson County requires all documents to support progress, payment, and reports to be submitted. If file documentation is not submitted, the County will not process payment to a project. The County expects to begin onsite monitoring of public services being provided utlizing CDBG funds.

Meeting with representatives from the projects ensures that regulations are being followed. The Community Development Administrator provides HUD guidance, County forms, labor forms and Davis Bacon information, and information on how to access funds.

The Community Development Administrator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Community Development Administrator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Community Development Administrator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently. Signatures by the CDBG office, County Judge and the Auditor's office are required and identified on all payment requests.

The subrecipient agreements includes a section addressing women and minority-owned business enterprises. The section reads:

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

CDBG-CV funded projects are monitored under the same guidelines as currect CDBG projects. All payment requests are reviewed by the CDBG administrator for eligibility prior to processing. Inelgible payment requests will not be paid by the CDBG office. Personal files are held by the agencies

administering the programs and are available review upon request.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All notices are published in local newspapers in English and Spanish to inform citizens of public comment periods and public meetings. A 15 day comment period, December 13 – December 27, 2024, was provided during the CAPER process. To date, no comments have been received. A public hearing will be held on December 18, 2024. Public meetings are held in conjunction with each phase of the CDBG program to allow for citizen input.

Williamson County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications are provided upon request. Reasonable accommodations for people with disabilities and for non-English speaking populations are made upon request and as appropriate.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

There were no situations where non-coronavirus activities were affected or defunded because of the coronavirus.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Williamson County does not have an existing Section 108 guaranteed loan program.

There were no situations where non-coronavirus activities were affected or defunded because of the coronavirus.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	10	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Funding for FY23
Community Development Block Grant
Allocation $1,844,652

Jarrell Street Paving Project
Activity 145
Reconstruction of portions of N. 5th Street and W. Avenue A. The existing pavement will be replaced with a new pavement section for a total length of approximately 2,500 linear feet and include concrete ribbon curbs on both sides of the roads.
FY23: $503,833 (27% of allocation)
CDBG Funds Utilized to Date: $0
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Granger Water System Improvements
Activity 134
Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined. Project is underway.
FY22: $96,000
FY23: $370,365 (20% of allocation)
CDBG Funds Utilized to Date: $168,810
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

City of Georgetown Home Repair Program
Activity 134
Project will assist approximately 23 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. Project is currently utilizing funds from previous years.
FY23: $150,000 (8% of allocation)
CDBG Funds Utilized to Date: $0
Income Qualified Households

Habitat for Humanity of Williamson County Home Repair Program
Activity 137
Project will assist approximately 22 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. Project assisted 20 income qualified households to date.
FY23: $180,000 (9% of allocation)
CDBG Funds Utilized to Date: $165,425.58
Income Qualified Households

City of Liberty Hill Sidewalks Project
Installation of sidewalks with associated drainage and ADA compliance activities along Fallwell St, Stubblefield Lane and Myrtle Lane completing a loop for safe nonmotorized travel for the citizens of Liberty Hill. The loop will continue the City's program of providing a walking system for the City. This loop will connect Main Street with the Food Truck Park and an apartment complex as well as a number of residents in the older area of town. City has requested funds be reallocated to another project. This process will be completed in 2025.
FY23: $429,435 (23% of allocation)
CDBG Funds Utilized to Date: $0 (funds to be reallocated)
Location To Be Determined

Helping Hands of Georgetown/Social Service Food Pantry
Activity 147
Food pantry services to qualified clients. Program is utilizing funds from previous year.
FY23: $25,000 (2% of allocation)
CDBG Funds Utilized to Date: $0
Limited Clientele, Location and Nature

Hutto Resource Center/ Social Service Food Pantry
Activity 142
Food pantry services to qualified clients. Program has served 3096 people with food.
FY23: $32,900 (2% of allocation)
CDBG Funds Utilized to Date: 12,552.25
Limited Clientele, Location and Nature

Operation Liberty Hill/ Social Service Homeless Emergency Shelter
Activity 144
Provide temporary housing in local motels for those experiencing homelessness during extreme weather. Thirty-three homeless individuals were assisted.
FY23: $14,540 (.01% of allocation)
CDBG Funds Utilized to Date: 12,153.98
Limited Clientele, Location and Nature

Program Administration
Activity 141
FY23: $138,579 (8% of allocation)
CDBG Funds Utilized to Date: $107,261.36

Previously Funded Project Information

Habitat for Humanity of Williamson County Home Repair Program
Activity 135
Project assisted 15 eligible households who were in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners 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. Project is complete and is the last time it will be reported in a CAPER.
FY22: $150,000
CDBG Funds Utilized to Date: $150,000
Income Qualified Households

City of Georgetown Home Repair Program
Activity 140
Project will assist approximately twenty eligible households who are in need of home repairs within Georgetown city limits, including the San Jose and TRG neighborhoods. 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. Program has assisted three income eligible households.
FY22: $150,000
CDBG Funds Utilized to Date: $64,343.51
Income Qualified Households

Helping Hands of Georgetown/Social Service Food Pantry
Activity 143
Food pantry services to qualified clients. Program is underway and has assisted 1051 clients with food services.
FY22: $30,000
CDBG Funds Utilized to Date: $26,333.78
Limited Clientele, Location and Nature

Key2Free/Social Service Medical Services
Activity 136
Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking. Thirty-six victims assisted.
FY22: $78,200
CDBG Funds Utilized to Date: $29,545.81
Limited Clientele

Impact Counseling Services/Social Service
Activity 138
Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served. Program under new management and is underway and has served 124 new clients.
FY22: $50,000
CDBG Funds Utilized to Date: $48,691
Limited Clientele

Georgetown Housing Authority
Activity 132
Project rehabilitated 52 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, 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. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked. Improvements to HVAC system and removing gas heaters. This is the final time this project will be reported in a CAPER.
FY21: $330,000
FY22: $300,000
CDBG Funds Utilized to Date: $630,000
100% Low Mod
52 Extremely Low Income Households

Georgetown 21st Street Project
Activity 113
Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income. Infrastructure of site is complete. Habitat and Georgetown are working to complete and approve site development plan. Construction of six duplexes (12 units) to begin in January 2025 and take approximately three years to complete.
FY20: $97,000
FY22: $121,712
CDBG Funds Utilized to Date: $218,712
Income Qualified Households

Habitat for Humanity 21st Street Project
Activity 112
Accomplishments: Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. . Infrastructure of site is complete. Habitat and Georgetown are working to complete and approve site development plan. Construction of six duplexes (12 units) to begin in January 2025 and take approximately three years to complete.
FY20 $133,500
CDBG Funds Utilized to Date: $133,500
Income Qualified Households

Granger Housing Authority Rehab
Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority. Project bid was significantly over budget. Project will be rebid. Expected to be completed in 2025.
FY22: $121,330
CDBG Funds Utilized to Date: $0
100% Low Mod

Hutto Resource Center/Social Service Mortgage Assistance
The Hutto Resource Center will provide rental and mortgage assistance to those in need in Hutto or within the Hutto ISD attendance zone. Program assisted 15 clients with mortgage and rental assistance. This program is complete and is the last time it will be reported in a CAPER.
FY22: $50,000
CDBG Funds Utilized to Date: $50,000
Income Qualified Households

Jarrell Water System Improvements
Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX. Project will combine funds with remaining funds from a completed CDBG project. Agreements will be executed in December 2024. Project expected to be completed in 2025.
FY22: $347,195
CDBG Funds Utilized to Date: $0
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

Program Administration
Activity 133
FY22: $218,000
CDBG Funds Utilized to Date: $218,000
Complete and final time activity will be reported in a CAPER

City of Georgetown Home Repair Program
Activity 124
Project assisted approximately 13 eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program was 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. Project is complete and is the final time it will be reported in a CAPER.
FY21 $100,000
CDBG Funds Utilized to Date: $100,000
Income Qualified Households

Granger Colorado Street Wastewater Line Replacement
Activity 89
Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering funded in 2018 is complete. Construction portion of the project was funded in 2021. This project is being combined with a larger ARPA funded project. Final environmental reviews and requirements are complete. Construction is underway and expected to be completed in 2025.
FY18 $55,400
FY21 $344,050
CDBG Funds Utilized to Date: $55,400
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

Jarrell Water System Improvements
Activity 127
Accomplishments: Installation of 16" water line including valves, fittings and fire hydrants. Work to be completed on 1st Street, between Avenue I and Avenue E in Jarrell TX. Engineering complete. Construction is complete. Project is complete. Remaining funds to be reallocated to another Jarrell project. This is the final time this project will be reported in a CAPER.
FY21 $467,000
CDBG Funds Utilized to Date: $273,368.10
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Taylor Water System Improvements Old Coupland Road
Activity 115
Funding for engineering and planning for water project. Project is complete. Remaining funds expected to be reallocated to another project in Taylor. The is the final time this project will be reported in a CAPER.
FY20 $160,000
CDBG Funds Utilized to Date: $141,377
Census Tract 210 (Block Group 2)
Percent Low-Mod: 70%
Percent Minority: 81.34%

Taylor Housing Authority Home Ownership Program
Activity 79
Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: $20,000 committed to a homebuyer who is purchased a Habitat home. 2021: $20,000 utilized by income eligible household. The remaining funds have been reallocated to rental assistance. This is the final time this project will be reported in a CAPER.
FY16 $100,000
CDBG Funds Utilized to Date: $75,000
Percent Low-Mod: 100%
Percent Minority: 100%

City of Granger Sewer Project
Activity 80
Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of force main and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Easement documentation and engineering is complete. Due to unexpected costs incurred by the City of Granger caused by a major water leak, the original design of the project had to be redesigned and rebid. Project is underway. This project is being combined with a larger ARPA funded project. Final environmental reviews and requirements are complete.
FY17 $294,350
CDBG Funds Utilized to Date: $44,501.31
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 49.83%
Percent Minority: 39.51%

The Key2Free/Social Service
Activity 95
Provided clinical, medical and dental services to victims of human trafficking. Program assisted a total of 31 new clients (7 in FY23) who were victims of sex trafficking. The project is closed and is the final time it will be reported in a CAPER.
FY19 $59,000
CDBG Funds Utilized to Date: $59,000
Percent Low-Mod: Limited Clientele

Liberty Hill Sidewalk Project
Activity 131
Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate existing drainage issues. Project will be located on portions of Hillcrest Lane and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive. Delayed due to new city management for this project. City has requested funding be reallocated to another project. This process will take place in 2025.
FY21 $488,000
CDBG Funds Utilized to Date: $0
Location To Be Determined

Williamson County CDBG-CV CARES Funding

$939,026 and $1,343,984

Taylor Water Project/Repair Water lines: $800,000
Activity 129

Tieback: Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers.
First portion of the project is complete. Remaining funds will be utilized in second phase.
CDBG Funds Utilized to Date: $637,357.32

Habitat for Humanity/Land Acquisition to build affordable housing: $636,000
Activity 126

Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source. Two have been purchased for affordable housing. Remaining funds have been reallocated to housing rehab.
CDBG Funds Utilized to Date: $352,795.26

Sacred Heart/Medical care for low income: $640,000

Tieback: Provide testing, diagnosis, vaccination, or other health services to low/mod person at a mobile location. The clinic has provided 1,011 appointments for low-income individuals throughout the County in FY21. In FY22, 83 new patients were assisted and 1403 appointments were provided to new and established patients. In FY23, 46 new patients were served and 648 visits from new and existing clients.
CDBG Funds Utilized to Date: $345,767.75

Program Administration: $50,010
CDBG Funds Utilized to Date: $12,368.41
Remaining funds have been reallocated to housing rehab

Commissioners Court - Regular Session **42.**

Meeting Date: 12/10/2024

Williamson County In Service Day

Submitted For: Rebecca Clemons **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to add a Williamson County In Service Day, designated for employees to attend the Williamson County Annual Employee Benefit Fair.

Background

This item was discussed in the last Benefits Committee meeting and had support to bring it to Commissioners Court for consideration.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/25/2024 02:47 PM
Form Started By: Shelley Loughrey		Started On: 11/22/2024 02:09 PM
Final Approval Date: 11/25/2024		

Commissioners Court - Regular Session **43.**

Meeting Date: 12/10/2024

Approval of Amendment to the InfoArmor, Inc. Service Agreement to supplement the employee benefit plan with the AIP Pro+Cyber option for HR/Benefits

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of Amendment #1 to the InfoArmor, Inc. Service Agreement to supplement the employee benefit plan with the AIP Pro+Cyber option to provide an additional benefit plan option for cybersecurity coverage for at $10.95 per participant, per month and $18.95 per participant and family, per month, and authorize the County Judge to sign the same.

Background

The Agreement between Williamson County and InfoArmor, Inc. effective 9.18.2018 only included Plan Information Base Rates. The AIP Pro+Cyber option was not available 9.18.2018. Amendment 1 adds the AIP Pro+Cyber option to provide additional cyber protection coverage, beginning with Wilco 2023 Open Enrollment at which time the additional rate for cyber coverage were deducted from each participating employee's payroll. No funding source due to employee paid. No Form 1295 is required, due to the company being publicly traded.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Original Service Agreement

Amendment #1

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 07:26 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 08:44 AM
Form Started By: Theresa Gross		Started On: 11/15/2024 08:59 AM
Final Approval Date: 12/05/2024		

SERVICE AGREEMENT

This Service Agreement, effective as of the last signature date shown below, is by and between InfoArmor, Inc., a Delaware Corporation ("**InfoArmor**"), and Williamson County ("**Client**"). InfoArmor and Client are sometimes referred collectively in this Agreement as the "Parties" and each individually as a "Party."

1. **DEFINITIONS.**

As used in this Agreement, the following capitalized terms have the following meanings:

Agreement – this Service Agreement, including all Exhibits attached hereto, all as may be amended from time to time in accordance with the provisions hereof.

Effective Date of Coverage – January 1, 2019, being the first date a Participant may enroll in Services. This date is sometimes referred to as the launch date.

Eligible Participants - Client's employees, customers, subscribers, or members. [*This definition may be altered to fit the Client's intended recipients of the Services.*]

Family Participants – a Participant's family members, including immediate, extended and step family members.

Fees – the fees payable by Client to InfoArmor for InfoArmor's implementation of the Services and performance of its obligations hereunder, as set forth in Exhibit B attached hereto.

Participants - Eligible Participants, including Family Participants, who enroll, or who are enrolled, in Services in accordance with this Agreement.

Primary Participants - Participants, excluding Family Participants.

Services – the privacy management and identity protection services provided by InfoArmor identified in Exhibit A attached hereto.

2. **SERVICE OFFERS; ENROLLMENT; PROVISIONS.**

2.1 **Service Offers and Enrollment.** During the Term (as defined in Section 7.1), Client may offer its Eligible Participants the opportunity to enroll in one or more of the Services. To the extent requested by Client, InfoArmor shall cooperate reasonably with Client to assist with the marketing of the Services to Eligible Participants. To the extent Eligible Participants accept such Service offers, InfoArmor shall enroll such Eligible Participants as Participants in accordance with InfoArmor's enrollment processes.

2.2 **Provision of Services; Changes.** InfoArmor shall provide the Services directly to Participants. Any change to any of the Services that constitutes a material reduction of benefits to Participants from that described in Exhibit A, shall be subject to the prior written agreement of the Parties, not to be unreasonably withheld, conditioned or delayed, except to the extent any such change is made by InfoArmor to comply with applicable legal requirements or to avoid infringement of third-party intellectual property rights.

2.3 **No Agency Relationship.** It is understood and agreed that InfoArmor shall not in any sense be considered a partner or joint venturer with Client, nor shall InfoArmor hold itself out as an agent or official representative of Client unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. InfoArmor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of Client other than what may be expressly allowed under this Agreement. Client 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 InfoArmor or failure to act relating to the services or goods/services being provided to Client's employees.

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

3. **FEES; PAYMENT TERMS.**

In consideration for InfoArmor's provision of the Services and the performance of its other obligations hereunder, Client shall pay InfoArmor the Fees set forth in Exhibit B attached hereto in United States currency.

4. **PROPRIETARY RIGHTS.**

As between InfoArmor on the one side and Client and Participants on the other side, InfoArmor is and shall remain the sole and exclusive owner of all privacy management and identity protection programming, software and related solutions incorporated into the Services, all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet URL addresses, corporate names and general intangibles of a like nature owned or registered by InfoArmor, any patents, software, trade secrets, know-how, technical information, data and other proprietary intellectual property of InfoArmor, whether registered or unregistered, and whether owned or licensed by InfoArmor, and all other materials furnished by InfoArmor to Client or Participants in connection with its offering or provision of the Services, as the same now exist or as they may hereafter be modified, including all applications for registration or renewal thereof in any jurisdiction and all goodwill and other rights inherent therein or appurtenant thereto (collectively, the "**InfoArmor Intellectual Property**"). Except for the express rights set forth in this Agreement or as otherwise agreed in writing by the Parties, nothing herein grants or is deemed to grant to Client or any Participant any right, title or interest in or to any of the InfoArmor Intellectual Property.

5. **CONFIDENTIALITY; NON-DISCLOSURE.**

5.1 **Confidential Information.** By virtue of this Agreement, each Party may have access to Confidential Information of the other Party. For purposes of this Agreement, "**Confidential Information**" of a Party means information of such Party, disclosed or otherwise provided by or on behalf of such party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") orally, electronically, in writing, or otherwise, under circumstances reasonably indicating that it is confidential or proprietary. Confidential Information includes the terms and conditions of this Agreement, data, drawings, designs, concepts, specifications, reports, analyses, regulatory filings or correspondence, prototypes, samples, trade secrets, copyrights, unregistered trade names, trademarks, trade dress or service marks, designs, drawings, proprietary computer code, proprietary methods and/or systems, know-how, customer lists, business or marketing plans, production or operating budgets, and any other information or material expressly identified by the Disclosing Party as being proprietary or confidential or that a reasonable person in the place of the Receiving Party would recognize as being proprietary or confidential information of the Disclosing Party. Notwithstanding the foregoing, the term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or any of its directors, officers, managers, shareholders, members, agents or contractors ("**Representatives**") or by any other person or entity owing a duty of confidentiality to the Disclosing Party with respect to such information; (ii) can be shown was already known to the Receiving Party on a non-confidential basis prior to its being disclosed by the Disclosing Party to the Receiving Party; (iii) is disclosed to the Receiving Party by a third party where such disclosure is made without violating any confidentiality obligation owed by such third party to the Disclosing Party, or (iv) is developed by the Receiving Party without reliance upon or use of any of the Confidential Information.

5.2 **Ownership of Confidential Information; Restricted Use.** The Receiving Party acknowledges and agrees that at all times, the Confidential Information of the Disclosing Party is and shall be the sole and exclusive property of the Disclosing Party, and that, except as expressly contemplated by this Agreement, the Receiving Party shall have no right, title or interest in, to or under any such Confidential Information. The Receiving Party shall not take any action that is inconsistent with the foregoing sentence, including (without limitation) asserting any ownership right or interest in or to any of the Confidential Information of the Disclosing Party or filing any application for patent, trademark or other intellectual property registration with respect to any of such Confidential Information. Unless otherwise expressly approved by the Disclosing Party in writing, the Receiving Party shall use the Confidential Information solely for the purposes contemplated by this Agreement.

5.3 **Non-Disclosure.** Unless otherwise expressly approved by the Disclosing Party in writing, the Receiving Party shall not, nor shall it cause or permit any of its Representatives to, disclose any Confidential Information to any person or entity, except to the extent reasonably necessary for the Receiving Party to exercise its rights and perform its obligations under this Agreement. The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of Confidential Information, which measures shall include at a minimum the highest degree of care that the Receiving Party utilizes to protect its own Confidential Information. The Receiving Party shall promptly notify the Disclosing Party in writing of any misuse, misappropriation or unauthorized disclosure of the Disclosing Party's Confidential Information that may come to the Receiving Party's attention. The Receiving Party shall advise its Representatives who are provided access to the Confidential Information of the Disclosing Party of the Receiving Party's authorized use and confidentiality obligations under this Section 5 and shall obtain such Representative's agreement to act in

accordance with the terms of this Section 5. In any event, the Receiving Party shall at all times be liable for any misuse or unauthorized disclosure by any of its Representatives of the Disclosing Party's Confidential Information. Notwithstanding the foregoing, to the extent the Receiving Party is required to disclose any Confidential Information in order to comply with applicable law or an order of a court of competent jurisdiction, such disclosure shall not constitute a violation of this Section 5.3, provided that the Receiving Party notifies the Disclosing Party in writing as far in advance as reasonably possible of such required disclosure and only discloses the minimum amount of Confidential Information necessary to comply with such applicable law or court order.

5.4 **Duration of Restrictions**. The covenants and obligations of the Receiving Party set forth in this Section 5, shall last for two (2) years from the date of expiration or earlier termination of the Term, and thereafter for so long as any such Confidential Information remains protectable or legally enforceable under a related agreement or under any applicable law, including (without limitation) applicable copyright, trade secret and patent laws.

6. PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII).

6.1 **PII Defined**. For purposes of this Agreement, the term "**PII**" means an individual's first name or first initial and last name plus a data element used to distinguish or trace an individual's identity as provided for by applicable federal and state law, including without limitation (i) Social Security Number, (ii) driver's license or other state-issued identification card number, (iii) account number, credit card number or debit card number combined with any security code, access code, PIN or password needed to access an account, or (iv) medical, educational, financial, or employment information. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media, including the Internet.

6.2 **Restrictions on Use of PII**. Any PII disclosed by Client or a Participant to InfoArmor or with which InfoArmor otherwise comes into contact while providing the Services shall be deemed Confidential Information of Client, regardless of whether it is labeled or designated as such. InfoArmor shall not (i) use PII for any purpose other than as reasonably necessary to provide the Services and otherwise fulfill its obligations under this Agreement, (ii) disclose PII to any third party, including agents or consultants, without prior written consent of Client, or (iii) make PII available to any Representatives of InfoArmor except those with a need to know in order for InfoArmor to provide the Services.

6.3 **Disclosure of PII to Third Party Contractors and Consultants**. Prior to disclosing any PII to any contractor, subcontractor or consultant of InfoArmor, InfoArmor shall first enter into a confidentiality agreement with such contractor, subcontractor or consultant that contains provisions restricting the disclosure and use of PII that are at least substantially equivalent to those restrictions contained in Section 5 with respect to Confidential Information.

6.4 **Security Controls**. InfoArmor shall implement reasonable controls to ensure the security and confidentiality of all PII in its possession, including a comprehensive information security program containing organizational, administrative, physical and technical security measures that satisfies all relevant state and federal laws and regulations and, in the case of credit card data, the Payment Card Industry Standards, identified in Section 6.7.

6.5 **SOC 2 Audit Report**. At least once annually and at no expense to Client, InfoArmor will conduct an SOC 2 audit of controls relating to the Service, which audit will be performed by an independent certified public accounting firm (or similarly qualified person). Upon Client's request, InfoArmor will provide Client with copies of documentation relevant to such SOC 2 audit to the extent permitted by law and subject to applicable regulatory restrictions and confidentiality obligations.

6.6 **Breach of Security**. InfoArmor shall maintain a formal Emergency Management Plan for Data Security Incidents (the "**Plan**") which shall include, at a minimum, the actions that shall be taken in response to a data security incident or suspected incident and the specific responsibilities of personnel to implement such actions. The Plan shall include a clear, documented escalation procedure and the process for notifying Client of a data security incident. Specifically, InfoArmor shall notify Client of a data security incident that involves the unauthorized acquisition, access, use, or disclosure of PII (a "**Breach of Security**") without unreasonable delay and, in any event, within seventy-two (72) hours after InfoArmor becomes aware of such Breach of Security. Such notification shall include a description of the information affected, the identification of all Client-related individuals believed to have been affected, and all other information reasonably necessary to provide notice to affected entities or individuals in accordance with state data breach notification requirements. InfoArmor agrees to keep Client informed of the progress and actions taken in connection with InfoArmor's investigation of a Breach. InfoArmor shall take all actions reasonably necessary or appropriate to remedy a Breach of Security, including conducting an investigation into the cause of such Breach of Security and notifying affected persons and, to the extent required by applicable law, government agencies accordingly.

6.7 **PCI DSS Compliance.** InfoArmor shall maintain policies, practices, and procedures sufficient to comply with the Payment Card Industry Data Security Standard, as the same may be amended from time to time, with respect to the Service.

7. TERM; TERMINATION.

7.1 **Agreement Term.** Subject to earlier termination as provided herein, the term of this Agreement shall commence as of the last signature date shown below and shall continue for three (3) years from the Effective Date of Coverage (the "**Initial Term**"), as defined in Section 1 above. The Initial Term shall thereafter automatically renew for successive one-year (1) terms (each, a "**Renewal Term**") unless and until either Party delivers written notice to the other at least ninety (90) days before the expiration of the Initial Term or Renewal Term then in effect of the notifying Party's election not to renew this Agreement, in which event this Agreement shall expire at the end of the Initial Term or Renewal Term then in effect. Such Initial Term and any Renewal Term that come into effect are collectively referred to herein as the "**Term**."

7.2 **Early Termination.** This Agreement may be terminated before the expiration of the Term in the following circumstances:

7.2.1 **Change of Law.** Either Party may terminate this Agreement, without liability to the other, in the event of judicial, regulatory or legislative change rendering performance by such Party of this Agreement impossible or illegal, provided that the Party seeking to exercise such termination right shall provide the other with at least thirty (30) days' prior written notice or, if such judicial, regulatory or legislative change necessitates such Party to terminate this Agreement upon less than thirty (30) days' prior written notice, such Party shall give as much notice of termination as is reasonably possible in the circumstances.

7.2.2 **Insolvency/Bankruptcy.** In each case to the extent permitted by applicable law, if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within thirty (30) days after the filing thereof.

7.2.3 **Breach of Agreement.** If either Party materially breaches any of its duties or obligations hereunder (including any payment obligation), and such breach is not cured within thirty (30) days after written notice of such breach is given to it by or on behalf of the non-breaching Party. The non-breaching Party may terminate this Agreement by immediately delivering written notice to the breaching Party, which termination shall be in addition to whatever other remedies the non-breaching Party has under this Agreement, at law, or in equity. Termination shall not relieve Client of its obligation to pay for all Services provided prior to the date of termination.

7,2.4 **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 ninety (90) days written notice thereof. In the event of termination, Williamson County will not be liable for any costs.

7.3 **Performance of Obligations During Run-Out Period.** For a period of ninety (90) days following the effective date of the expiration of the Term or earlier termination of this Agreement other than for Client's uncured breach of its payment obligations hereunder (the "**Run-Out Period**"), (i) InfoArmor shall continue to provide the Services to Participants, (ii) Client shall continue to pay InfoArmor the fees and any other amounts due hereunder in accordance with the provisions hereof as if the Term were still in effect, and (iii) the Parties shall continue to abide by their other obligations hereunder. During the Run-Out Period, InfoArmor shall advise Participants of the pending termination of the Services upon conclusion of the Run-Out Period and may solicit Participants to subscribe individually, at their sole cost (and not at Client's cost), for continuation of the Services under separate terms.

8. INDEMNIFICATION.

8.1 **Intellectual Property Infringement Indemnification.** Subject to the provisions of this Section 8, InfoArmor shall indemnify and hold harmless Client and Participants (the "**Indemnified Parties**") from and against any and all actions, lawsuits, claims, amounts paid in settlement of claims, damages, losses, fines, penalties, costs and expenses (including reasonable fees and expenses of legal counsel) and other liabilities (collectively, "**Losses**") arising from or relating to any claim or allegation that the Services infringe any patent, copyright, trademark or other proprietary right, or misappropriate any trade secret, of any third party or violate the terms of any third party software license contained within the Services or any software provided as part of the Services. If any Services, in whole or in part, constitute infringement or misappropriation of any third party's rights, and/or if Client's use thereof is subject to actual or overtly threatened enjoinment, InfoArmor, in addition to its indemnification obligations hereunder, shall promptly (i) secure for the Indemnified Parties the right to continue using such infringing Services, or (ii) re-perform or replace such Services with comparable non-infringing

Services, or (iii) modify the Services so that they become non infringing. In the event InfoArmor is unable to procure one of the aforementioned remedies on terms that are commercially reasonable to InfoArmor, InfoArmor may terminate the provision of the infringing Services or this Agreement as a whole, whereupon (A) Client shall immediately cease its use (including provision to Participants) of the Services in question, and (B) InfoArmor shall promptly refund or credit to Client and/or Participants (as applicable) any amounts paid in advance to InfoArmor for future provision of such Services.

8.2 **General Indemnification.** Subject to the other provisions of this Agreement, InfoArmor shall indemnify the Indemnified Parties from and against any and all Losses to the extent arising out of or caused by InfoArmor's breach of this Agreement; provided, however, that such indemnification obligation of InfoArmor shall not apply to the extent that any Losses have resulted from the willful misconduct or gross negligence of any Indemnified Party or by the breach of this Agreement by Client.

8.3 **Terms Governing Indemnification.** Client, for itself or on behalf of any other Indemnified Party, shall promptly give InfoArmor written notice of any claim for indemnification pursuant to Section 8.1 or 8.2, including reasonable details of the facts giving rise to such claim, but the failure to give such prompt notice shall not relieve InfoArmor of its indemnification obligations, except to the extent that InfoArmor forfeits any material rights or defenses because of such failure. Upon being notified of any third-party claim against an Indemnified Party for which indemnification is sought under Section 8.1 or 8.2, InfoArmor shall have the right to assume exclusive control over the defense and/or settlement of such claim as long as InfoArmor continues to diligently pursue such defense or settlement. No Indemnified Party shall, without InfoArmor's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification is sought under this Agreement. InfoArmor shall not, without the applicable Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification is sought under Section 8.1 or 8.2 unless such settlement, compromise, or consent includes an unconditional release of each Indemnified Party from all liability arising out of such claim, action, or proceeding. Each applicable Indemnified Party shall cooperate reasonably with InfoArmor (at InfoArmor's expense) in the defense or settlement of any third-party claim, action or proceeding for which indemnification is sought under Section 8.1 or 8.2.

9. INSURANCE.

During the Term and for one (1) year thereafter, InfoArmor shall maintain the following insurance coverages with insurance carriers with an A.M. Best rating of at least A VII, or such other insurance carrier(s) approved in writing by Client: (i) all insurance coverages required by federal, state or local law, including statutory worker's compensation insurance and employers' liability insurance; (ii) comprehensive or commercial general liability insurance, which shall provide for a minimum combined bodily injury and property damage coverage limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; (iii) a comprehensive crime policy with a limit of $1,000,000 that shall include Employee Dishonesty and fidelity coverage for all InfoArmor employees, officers and agents; Computer Fraud; and Money & Securities coverage to include "on premises" loss (loss inside the premises) and "in transit" loss (loss outside the premises); and (iv) Professional Liability (also known as Technology Errors and Omissions) insurance with combined single limits of not less than $5,000,000. Upon written request, InfoArmor shall provide Client with certificate(s) of insurance evidencing the coverages described in this Section 6.12.

10. DISCLAIMER OF WARRANTIES.

INFOARMOR REPRESENTS AND WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER, IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS AND APPLICABLE LAWS. INFOARMOR MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE UNDER OR OTHERWISE IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT. INFOARMOR DOES NOT WARRANT THAT THE SERVICES SHALL BE ACCURATE OR COMPLETE, OR SHALL OPERATE ERROR-FREE OR UNINTERRUPTED. INFOARMOR DOES NOT OFFER ANY WARRANTY OF ANY KIND REGARDING THIRD PARTY DATA, SOFTWARE, SYSTEMS OR OTHER TECHNOLOGY.

11. DISCLAIMER OF CONSEQUENTIAL DAMAGES.

EXCEPT IN THE CASE OF A BREACH OF ANY PROVISION OF SECTION 4 OR SECTION 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY SPECIAL,

CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, ANY SERVICES PROVIDED HEREUNDER OR ANY DOCUMENTATION RELATED THERETO, REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF PROFITS, DATA, FILES, OR BUSINESS INTERRUPTION OR OPPORTUNITY), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIABILITIES. AS SUCH, THE LIABILITY LIMITATIONS OR EXCLUSION SET FORTH IN THIS SECTION 11 SHALL ONLY APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

12. **GENERAL LIMITATION.**

EXCEPT IN THE CASE OF A BREACH OF ANY PROVISION OF SECTION 4 OR SECTION 5, A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF, RELATING TO OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE FEES PAID BY CLIENT TO INFOARMOR UNDER THIS AGREEMENT.

13. **GENERAL PROVISIONS.**

13.1 **Remedies Cumulative; Waiver.** The rights and remedies of the Parties herein are cumulative and additional to all other remedies available at law or in equity. No waiver by either Party of any provision of this Agreement or any breach hereof by the other Party shall be effective unless, and then only to the extent, explicitly set forth in writing and signed by the waiving Party. No failure by either Party to exercise, and no delay by a Party in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate, or be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege hereunder or arising in connection herewith.

13.2 **Successors and Assigns.** Neither Party may assign any of its rights or delegate or cause to be assumed any of its obligations hereunder without the prior written consent of the other Party (not to be unreasonably withheld, conditioned or delayed).

13.3 **Venue and Governing Law.** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

13.5 **Injunctive Relief.** Each Party acknowledges and agrees that its covenants in Sections 4 through 6 hereof are necessary and reasonable in order to protect the legitimate business interests of the other Party, and that any violation by it (or any of its Representatives) of any such covenant may cause irreparable injury to the other Party and that monetary damages, even if determinable, would not alone be adequate to compensate such other Party for such breach. Accordingly, each Party agrees that, in addition to any other remedy that may be available to the other Party at law or in equity, each Party shall be entitled to injunctive relief to prevent or terminate the occurrence of any such breach by the other Party (or any Representative thereof), without the necessity of proving actual damage or harm and without any requirement to post bond or other security.

13.6 **Costs of Relief.** If any legal proceeding is instituted to remedy, prevent, or obtain relief from a breach by a Party in the performance of (or its failure to perform) its obligations under this Agreement, the substantially prevailing Party in such proceeding (as determined by the applicable court or arbitrator) shall be entitled to recovery of all of its costs (including court costs and reasonable attorneys' fees and expenses) incurred in each and every aspect of such proceeding, including any and all appeals or petitions therefrom.

13.7 **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if sent by nationally recognized overnight courier or dispatched by registered or certified mail, postage prepaid, in any post office in the U.S. addressed to the parties at the addresses listed below, or to any email address that the recipient party has designated in writing as being acceptable for the delivery to it of notices hereunder.

13.8 **Entire Agreement; Amendment.** This Agreement sets forth the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous oral

and written agreements, understandings and communications between the Parties with respect to the subject matter hereof. This Agreement may be amended or supplemented only by a written instrument executed by each of the Parties.

13.9 **Survival of Terms.** The provisions of Sections 4 through 6 shall survive the expiration of the Term or earlier termination of this Agreement for any reason until the expiration of any specified time period applicable to any such provision or, if no such time period is specified, indefinitely, subject to applicable statutes of limitations.

13.10 **Severability.** If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction or arbitrator or under any applicable law, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with the view to effecting, to the greatest extent possible, the original purpose and intent of this Agreement. In any event, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

13.11 **Construction and Interpretation.** The Section headings contained in this Agreement are for convenience of reference only and shall in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The words "hereof", "herein", and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specifically provided for herein, the term "or" shall not be deemed to be exclusive, and the term "including" shall not be deemed to limit the language preceding such term, but rather shall be deemed to be followed by the words, "without limitation". This Agreement shall be considered for all purposes as having been prepared through the joint efforts of the Parties, and no presumption shall apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof based on the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

13.12 **Execution of Agreement.** This Agreement may be executed in two or more counterparts, in original form or by electronic facsimile, each of which shall be deemed to be an original copy and all of which, when taken together, shall be deemed to constitute one and the same agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the latest date written below.

InfoArmor, Inc.		Williamson County	
Emily Snell	Sep 10, 2018		09-18-18
Emily Snell, Chief Operating Officer	Date	Name:	Date
7001 N. Scottsdale Road			
Suite 2020		Title:	
Scottsdale AZ 85253		Address:	
Phone: 800-789-2720		Phone:	
		Email:	

Exhibit A

SERVICES

PrivacyArmor Plus

PrivacyArmor Plus allows businesses and organizations to provide self-elected Employees a cost-effective and sophisticated solution for the complicated problem of identity theft. PrivacyArmor Plus includes elements that assess risk, deter identity theft, and detect fraud in its earliest stages. Should an identity be stolen, it also includes a high-tech and high-touch system for managing the restoration process as well as insurance to cover expenses. This service can be available for family members, including minors, for any persons considered under roof or under wallet of the primary participant.

PrivacyArmor Plus includes:

- Identity Monitoring powered by innovative technology to detect misuse of a participant's Social Security Number, Name, Address, Phone, and/or Date of Birth and credentials. Patented technology is used to monitor billions of consumer transactions (including applications from banks, wireless providers and credit card issuers) seeking questionable activity or evidence of fraud, as well as High Risk Transaction activity requiring security questions for critical account or transfer access. Real time financial threshold monitoring is included, whereby a participant may set dollar amount thresholds, and be alerted on transactions that meet or exceed that amount.
- CreditArmor: Includes tri-bureau real-time credit monitoring and alerting, monthly credit score, historical credit score tracker, and free annual credit report provided by TransUnion. Includes Auto-On alerts, which provide generic credit alerts even in the absence of having a participant "turn on" the alerting mechanism in the participant portal, as well as Instant Inquiry alerting, which generates alerts within minutes of TransUnion capturing the activity.
- The services of a personal Privacy Advocate, Identity Theft Resource Center trained and Certified Identity Theft Risk Management Specialists (by Institute of Fraud Risk Management), who will handle the details of restoring a participant's compromised identity. The Privacy Advocate works on their behalf, to the extent possible, managing the identity restoration process and facilitating a thorough resolution process. Privacy Advocates are dedicated to each case and provide services which may include as applicable, but are not limited to the following:
    - Collection of information regarding misuse of personal credentials and exposed account risks.
    - Assistance with filing a police report and guidance with preventative steps for protection against further exposure.
    - Placing phone calls and preparing appropriate documentation on behalf of the victim including anything from dispute letters to defensible complaints.
    - Notification to the three major credit bureaus, affected creditors, financial institutions, utility providers, etc.
    - Assistance in the placement of fraud alerts with three credit bureaus, as required. Pull credit reports, generate identity theft affidavit, etc. Education around the risks, impact, and appropriate use of such action.
    - Cancellation of credit/debit cards, re-issue of new cards, restoration of lost wallet contents, as applicable and required.
    - Submittal of information to FTC, Social Security Administration, US Postal Service, and to other government agencies as required.
    - Restoration of non-credit impacts including criminal, DMV, medical records, etc.
    - Maintain case file and follow-up routinely.

    - If any pre-existing fraud events are discovered by InfoArmor or are presented by the participant, they are immediately identified and remediated.

- A live phone call by a Privacy Advocate when suspicious activities are confirmed. The alert will be discussed and the full-service remediation process will be initiated, if necessary.
- Opt-out controls to stop pre-approved credit card offers, reduce junk mail and end telemarketing calls.
- A monthly secure email outlines identity status update, security risks, and tips on how to protect financial resources and credit. In addition, instructions on obtaining free credit reports are available (one from each major bureau - Equifax, Experian, TransUnion)..
- IdentityMD is an on-line tool for self-directed remediation efforts and includes an extensive library of documentation and educational information.
- Internet Surveillance constantly scans the underground economy for specific identity data elements. In the event that any personally identifiable information is detected in this environment as being used or transacted fraudulently, the participant will receive an alert in order for action to be taken.
- WalletArmor provides lost wallet protection. By entering wallet contents into InfoArmor's secure data vault, in the event of a lost or stolen wallet, InfoArmor's Privacy Advocates can cancel and re-issue credit cards, debit cards, and other sensitive credentials (ie, medical ID cards) on behalf of the participant. Coupled with InfoArmor's powerful Internet Surveillance, in the event that any wallet contents are detected being fraudulently transacted in the underground economy (credit card numbers being bought/sold, for example), InfoArmor's Privacy Advocates can advise and assist the participant to take necessary steps to mitigate that exposure.
- Digital Identity Report is an aggregation of vast public data sources and outlines the potentially unwanted or unknown exposure that a participant has in the public arena. Based on that exposure, a "grade" is assigned detailing whether exposure is excessive or limited. Further, tips and links to reduce or eliminate this exposure are also offered.
- On-line credential monitoring evaluates user credentials (email based user name and associated password) for occurrences of compromise. Our cloud technology automatically infiltrates hacker databases on an hourly basis, collecting data from data leaks, key logger dumps, malware logs, and credential exchanges between hackers. We monitor thousands of data sources including social media, hacker forums, DeepWeb/TOR, file sharing portals, P2P networks, and other emerging black market information repositories. In the event that credentials are identified, the compromised information will be removed from circulation and alerts will be generated to the user and/or user organization (24 hours a day, 7 days a week), in order to prompt appropriate action (password reset, for example).
- A $1,000,000 Identity Fraud Expense Reimbursement Policy for limited out-of-pocket expenses incurred by the process of recovering from identity fraud as well as electronic funds transfer coverage, a benefit that ensures minimal disruption of their financial security. This policy is underwritten by AIG. See policy details for specific coverage.
- SocialArmor, if activated, monitors reputational damage on Facebook, LinkedIn, Instagram, and Twitter.
- An enhanced identity monitoring solution including additional Data Sources with proactive alerts for transactions that do not typically appear on a credit file such as new account authorizations, address changes and new and broader account openings. Alerts will not require pre-authorization.

Exhibit B

Fees and Payment

A. Fees

Voluntary Payroll Deduction Pricing (i.e. Participant Paid)

PrivacyArmor Plus:
$9.95 Per Participant, Per Month
$17.95 Per Participant + Family, Per Month

B. Pricing Notes

1. The pricing shown above in Section A is guaranteed for the Initial Term.
2. Any InfoArmor services outside of the Services described in Exhibit A shall be subject to separate written agreement of the Parties (or where applicable, written agreement of InfoArmor and Client's broker, consultant or third party administrator) as to nature and description of services and associated fees or other costs to be paid therefor.
3. Unless otherwise defined, all payment terms for payroll deduction are payable within thirty (30) days.

C. Fee Adjustments Upon Renewal

At least one hundred fifty (150) days before the end of the Initial Term or Renewal Term then in effect, InfoArmor shall notify Client in writing of any adjustments to fees payable under this Agreement that will come into effect upon the date of commence of the Renewal Term (the "**Renewal Date**") following the Initial Term or Renewal Term then in effect. Except to the extent InfoArmor and Client agree in writing to any changes to such adjustments, such adjustments shall become effective on the Renewal Date without further notice to Client or Participants unless Client elects not to renew the Term in accordance with Section 7.1.

D. Disputed Invoicing; Effect of Late Payments

If Client believes that there is any error in any invoice or notification delivered by InfoArmor, Client must notify InfoArmor in writing of such error within forty-five (45) days after Client's receipt of such invoice. Client hereby waives any right to dispute any invoice on the basis of purported error if Client fails to provide such written notice to InfoArmor within such forty-five (45) day period. If requested by Client, InfoArmor shall provide Client with appropriate back-up information to support its invoicing. If Client believes that it has overpaid InfoArmor for Services hereunder and InfoArmor disputes such overpayment claim, then unless InfoArmor agrees in writing, Client may not withhold or set-off payment of any Fees due to InfoArmor hereunder against such alleged overpayment.

For fees that are past due more than thirty (30) days from their due date specified above, InfoArmor reserves the right to impose interest at the rate of one and one-half percent (1½%) per month until paid, except for any portion of an invoice that is being disputed in good faith by Client and for which written notice is given to InfoArmor with the forty-five (45) day period described above. If any fees are past due more than forty-five (45) days from their due date specified above, InfoArmor may, in addition to all other remedies available to it under the Agreement and applicable law, suspend provision of the Services until such fees and any interest accrued thereon are paid.

Amendment #1 to Service Agreement

This first amendment ("Amendment") to the original Service Agreement (the "Agreement") dated September 18, 2018, is entered into by and between InfoArmor, Inc. (currently known as "Allstate Identity Protection" and referenced in the Agreement as "InfoArmor") and Williamson County ("Client").

WHEREAS, the Parties entered into the Agreement for the purpose of allowing Allstate Identity Protection to offer Client's Eligible Participants the opportunity to enroll in Allstate Identity Protection's Services.

WHEREAS, the Parties wish to amend the Agreement as specified in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

a. In Section 1 of the Agreement, the definition of Services will be amended to the following: the then-current suite of identity protection services provided by Allstate Identity Protection.

b. Section 2.2 of the Agreement shall be removed in its entirety and replaced with the following: Allstate Identity Protection shall provide the Services directly to Participants. Any change to any of the Services that constitutes a material reduction in benefits to Participants shall be subject to the prior written agreement of the Parties, not to be unreasonably withheld, conditioned or delayed, except to the extent any such change is made by Allstate Identity Protection to comply with applicable legal requirements or to avoid infringement of third-party intellectual property rights.

c. Exhibit A shall be removed in its entirety.

d. Exhibit B, Fees, Section A, of the Agreement shall be removed in its entirety and replaced with the following:

Plan Information	
Rates: AIP Pro+ (or its equivalent): $9.95/ employee/ month $17.95/ employee + family/ month	**Rates**: AIP Pro+ Cyber (or its equivalent): $10.95/ employee/ month $18.95/ employee + family/ month
Plan Type: Employee Paid, Voluntary Payroll Deduction	

e. Exhibit B, Pricing Notes, Section B.2 shall be removed in its entirety and replaced with the following as Section B.2: Any Allstate Identity Protection services outside of the Services defined in Section a. of this amendment shall be subject to separate written agreement of the Parties (or where applicable, written agreement of Allstate Identity Protection and Client's broker, consultant or third party administrator) as to nature and description of services and associated fees or other costs to be paid therefor.

f. Exhibit B, Pricing Notes, Section B.3 shall be removed in its entirety and replaced with the following as Section: All payments for Services shall be remitted by Client (or its authorized agent) to Allstate Identity Protection monthly in arrears within thirty (30) calendar days of the end of the month for which Services were provided. The following information should accompany each payment: Client ID, total subscribers covered, and the period covered by the payment.

g. Capitalized terms which are used herein without definition and which are defined in the Agreement shall have the same meanings herein as in the Agreement, except as redefined in this Amendment.

h. All the terms and conditions of the Agreement which are not hereby altered, modified, or amended shall remain in full force and effect.

i. This Amendment is ratified, approved, and confirmed in each and every respect. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

j. The Agreement, as amended herein, constitutes the entire agreement concerning the subject matter hereof and supersedes any prior or contemporaneous representations or agreements (whether written or oral) concerning the subject matter hereof.

k. The terms of this Amendment shall be effective as of January 1, 2024.

l. Each Party executing this Amendment represents that it has full authority and legal power to do so.

m. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement between the parties. Delivery of an executed counterpart of this Amendment by electronic method of transmission is as effective as delivery of an original executed counterpart.

The Parties hereto have executed this Amendment as of the last signature date below.

InfoArmor, Inc.

Crystal Brix 8/28/2024

Date

Name: Crystal Brix

Title: VP of Customer Success

Williamson County

Date

Name:

Title:

Commissioners Court - Regular Session **44.**

Meeting Date: 12/10/2024

Approval of Renewal Amendment with United Behavioral Health for 2025 for Optum Employee Assistance Program for HR Benefits

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider taking appropriate action to authorize the Renewal Amendment for Optum Employee Assistance Program, with United HealthCare Services, Inc. (UHC) effective January 1, 2025, to December 31, 2025, and authorizing the execution of the amendment.

Background

This document pertains to the Renewal Addendum of Optum Employee Assistance Program with United HealthCare Services, Inc. which supports Williamson County employees. UHC has provided their 2025 Williamson County proposal which is attached and outlines the rates for the coming year. Benefit Period: Covered Expenses Incurred from October 1, 2017, through December 31, 2025. Effective January 1, 2025, and Paid from January 1, 2025, through December 31, 2025. The funding source is 01.0885.0885.004057—Optum EAP. The Department's primary contact is Shelley Loughrey. UHC is publicly traded and therefore no Form 1295 is required.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Amendment

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Inky Chandler-Mertz	12/06/2024 01:53 PM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:54 PM
Form Started By: Cheryl Johnson		Started On: 12/03/2024 10:55 AM
Final Approval Date: 12/06/2024		

Amendment to the Agreement Between United Behavioral Health and Williamson County

This Amendment ("Amendment") dated January 1, 2025 (the "Amendment Effective Date") is entered into by and between United Behavioral Health, including its affiliates, with its principal place of business at 595 Market Street, Floor 23, San Francisco, CA 94105-2426 ("Optum"); and Williamson County with its principal place of business at 710 S Main St Ste 303, Georgetown, TX 78626-5701 ("Customer").

Whereas, Optum and Customer are parties to the Administrative Servies Agreement dated January 1, 2022 (the "Agreement") for the provision of certain services by Optum to Customer; and

Whereas, the parties desire to amend certain terms and conditions of the Agreement in accordance with this Amendment and agree to new terms and conditions as set forth herein.

Now, therefore, the parties mutually agree as follows:

1. Capitalized terms used herein which are not otherwise defined in this Amendment or any attachments hereto shall have the meaning assigned to them in the Agreement.

2. Exhibit A attached to the Agreement is hereby amended and restated to read in its entirety as set forth in Exhibit A attached hereto.

3. This Amendment and the Agreement constitutes the entire agreement and understanding of the parties hereto and supersede all prior agreements, consents, and understandings relating to the subject matter hereof whether oral or in writing. The parties agree that there are no other oral or other agreements between the parties that have not been incorporated into this Amendment and the Agreement.

4. Each of the persons signing this Amendment represents and warrants that he/she is a duly authorized officer, director or agent of the party on whose behalf the person is signing, and further represents and warrants that the person signing has the power and authority to bind the party, and that the party has the legal power to enter into this Amendment.

[Signature Page Follows]

United Behavioral Health		**Williamson County**	
Signature:	Nathaniel Seltzer Nathaniel Seltzer (12/03/2024 08:28 CST)	Signature:	
Print Name:	Nathaniel Seltzer	Print Name:	
Print Title:	Director of Finance	Print Title:	
Date:	12/03/2024	Date:	

Internal Control No.: 00808046.2

Williamson County - UBH - Amendment - 1-1-2025 (00808046.2)

Final Audit Report 2024-12-03

Created:	2024-12-02
By:	Patricia Junker (patricia.junker@optum.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAApAhJsgTo89np50DLVy7i8NUlZOgluJ_S
Documents:	Williamson County - UBH - Amendment - 1-1-2025 (00808046.2).docx (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"Williamson County - UBH - Amendment - 1-1-2025 (00808046.2)" History

Document created by Patricia Junker (patricia.junker@optum.com)
Documents: Williamson County - UBH - Amendment - 1-1-2025 (00808046.2).docx
2024-12-02 - 8:28:18 PM GMT- IP address: 155.226.157.254

Document emailed to nathaniel.seltzer@optum.com for signature
2024-12-02 - 8:29:21 PM GMT

Email viewed by nathaniel.seltzer@optum.com
2024-12-03 - 2:27:08 PM GMT- IP address: 165.225.62.91

Agreement viewed by nathaniel.seltzer@optum.com
Documents: Williamson County - UBH - Amendment - 1-1-2025 (00808046.2).docx
2024-12-03 - 2:27:09 PM GMT- IP address: 165.225.62.91

Signer nathaniel.seltzer@optum.com entered name at signing as Nathaniel Seltzer
2024-12-03 - 2:28:42 PM GMT- IP address: 165.225.62.91

Document e-signed by Nathaniel Seltzer (nathaniel.seltzer@optum.com)
Documents: Williamson County - UBH - Amendment - 1-1-2025 (00808046.2).docx
Signature Date: 2024-12-03 - 2:28:44 PM GMT - Time Source: server- IP address: 165.225.62.91

Agreement completed.
2024-12-03 - 2:28:44 PM GMT

CONTRACTHub | Powered by Adobe Acrobat Sign

FY'22,23,24

EXHIBIT A-SERVICES AND FEES

The following are the administrative services Optum has agreed to provide to Customer at the rates set forth herein.

Product	Components	Rate Type	Rate Period	$ Fee
Employee Assistance Program - EAP - EMPLOYER	EAP 6 Sessions	Per Employee	Per Month	$1.34
Bank of Hours for Training & Critical Incident (CIRS)	8 Hours Annually	Per Employee	Per Month	Included in EAP Fee
WorkLife	WorkLife	Per Employee	Per Month	$0.19
Identity Theft and Fraud Resolution	Identity Theft and Fraud Resolution	Per Employee	Per Month	$0.07

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time. Any onsite or training hours can be purchased according to the rates in the grid below.

On-Site Support Service	Fee for service
Management Development Programs	$200/on-site hour*
Employee Development Programs	$200/on-site hour*
Wellness Seminars	$200/on-site hour*
Information Resource Events	$200/on-site hour*
Critical Incident Response Services	$250/on-site hour*
Travel Time & Trainer Downtime	$100/hour

• *Travel Time and Trainer Downtime charges apply when Hours are purchased on a fee for service basis*

Rate Effective Period: 1/1/2022 -12/31/2024.

These rates are based on a population of 1,928. If the population changes by more than 10%, then Optum reserves the right to revise the rates.

FY' 25,26

EXHIBIT A – SERVICES AND FEES

The following are the administrative services Optum has agreed to provide to Customer at the rates set forth herein.

Product	**Component**	**Rate Type**	**Rate Period**	**Fee: [1] 1-1-25 – 12-31-25**	**Fee: [1] 1-1-26 - 12-31-26**
Emotional Wellbeing Solutions - EWS - EMPLOYER[2]	EWS 6 Sessions	Per Employee	Per Month	$1.78	$1.83
Bank of Hours for Training & Critical Incident (CIRS) (8 Hours)[2]	8 hours Annually	Per Employee	Per Month	$0.09	$0.09
WorkLife	Worklife	Per Employee	Per Month	$0.20	$0.21

Footnotes:

1. In the event of a conflict between the terms described in the accompanying proposal (including any and all attachments, oral discussions, and subsequent amendments) and the terms of this Exhibit, the terms of this Exhibit shall control. This pricing assumes the population of 1928. These parameters are reflective of our understanding of this population as of the date of this quote.

   If any of these parameters change by more than 10%, the fees and annual estimates may need to be recalculated.

   All rates increase annually by the greater of 3% or the year-over-year change in the Employment Cost Index,

   Healthcare and Social Assistance, Private Employers as published by the Bureau of Labor Statistics for the most recently available period.

2 Pricing assumes one Emotional Wellbeing (FKA EAP) model purchased for all employees and standard delivery model with standard communication materials.

   Pricing is net of broker commissions.

   Rates represent coverage for all employees regardless of medical carrier and medical enrollment status.

   Includes Base WorkLife: Legal, Financial and ID Theft Fraud Resolution in Addition to Community Resources, Childcare and Eldercare Online Locators

Additional Hours can be purchased on a fee-for-service basis

Specialized Support Services

Critical Incident Response Services and Trainings for managers and employees to address workplace, well-being and wellness topics: $250/on-site hour*

Travel Time & Trainer Downtime: $100/on-site hour

* Travel Time and Trainer Downtime charges apply when Hours are purchased on a fee for service basis

Commissioners Court - Regular Session **45.**

Meeting Date: 12/10/2024

Approval of Renewal Amendment #8 for United HealthCare Services, Inc. Administrative Services Agreement 2025 for HR Benefits

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider taking appropriate action to authorize the Renewal Amendment #8 for United HealthCare Services, Inc. Administrative Services Agreement January 1, 2025, to December 31, 2025, and allow the amendment to be executed.

Background

This agreement is Amendment #8 for United HealthCare Services, Inc. (UHC) Administrative Services Agreement 2025, which supports Williamson County employee benefit administration. UHC has provided their proposal for the 2025 benefit period: Covered Expenses Incurred from October 1, 2017, through December 31, 2025. Effective January 1, 2025, and Paid from January 1, 2025, through December 31, 2025, with a price adjustment tied to added benefits, Neo Natal Resources and Case Management the Administrative Fees remained the same. Funding source- 01.0885.0885.004054 – Admin. Cost Health Insurance-$1,072,408.33,01.0885.0885.004056 – Admin. Cost Dental $59,829.12,01.0885.0885.004059 – Admin. Cost Flex Plan $36,000.00,01.0885.0885.004060 – Admin. Cost Cobra Administration $22,165.36,01.0885.0885.004065 – Retiree Vision insurance $27,250.92,01.0885.0885.004066-Employee Vision Insurance $425.481.48. The point of contact is Shelley Loughrey. No form 1295 required, due to company being publicly traded.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Amendment #8

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/05/2024 11:05 AM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:17 PM
Form Started By: Cheryl Johnson		Started On: 12/04/2024 01:46 PM
Final Approval Date: 12/06/2024		

FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 8

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Williamson County ("Customer"), and is effective on January 1, 2025 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County

By _____

Authorized Signature

Print Name _____

Print Title _____

Date _____

United HealthCare Services, Inc.

By Sara Minnis (12/04/2024 12:35 EST)

Authorized Signature

Print Name Sara Minnis

Print Title Associate Contract Manager

Date 12/04/2024

Renewal 4Q2023v3

Agreement No. 00032072.8

Confidential Information of UnitedHealth Group

The Administrative Services Agreement is amended on January 1, 2024 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

The definition of Customer Specific Provider has been added to Section 1 – Definitions as follows:

Customer Specific Provider: Customer contracted provider who has entered into or is governed by contractual arrangements with Customer, either directly or through another entity, under which the provider agrees to provide health care services to Participants and accept negotiated fees for these services.

The language below has been added to Section A1 Network– Network Access, Management and Administration as follows:

Customer Specific Provider. Plan benefits for health care services rendered by a Customer Specific Provider will be equal to the amounts the Customer Specific Provider agreed to accept in the contractual arrangements governing their participation in the Customer Specific Provider. Customer will provide United with their Customer Specific Provider rate schedule, and Customer will notify United 90 days in advance of any rate change to the Customer's contractual arrangements. United shall apply Customer's contracted rates until United receives written instructions from Customer to cease administering the Customer Specific Provider. Customer is responsible for the resolution of any dispute to the contractual arrangements of the Customer Specific Providers. Customer hereby acknowledges that notwithstanding anything in this Agreement to the contrary, (i) United will have limited information about the claims submitted by the Customer Specific Provider, (ii) United's sole role with respect to claims submitted by the Customer Specific Provider will be to process the claims on behalf of the Customer, (iii) United does not make any performance guarantees for processing claims submitted by the Customer Specific Provider and (iv) United will not perform any other services related to claims submitted by the Customer Specific Provider, including but not limited to provider credentialing analysis, network adequacy analysis, mental health parity analysis, provider directories, payment integrity programs, utilization management and price transparency reporting.

Exhibit B – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2027, unless otherwise specified.

Final Claims Fiduciary: United

ASO Fees (PEPM)	Current	Year 1	Year 2	Year 3
Plan Year	**01/01/2024 through 12/31/2024**	**1/1/2025 through 12/31/2025**	**1/1/2026 through 12/31/2026**	**1/1/2027 through 12/31/2027**
POS	*$51.79*	$51.79	$53.34	$53.34
EPO	*$51.79*	$51.79	$53.34	$53.34
Credits				
Administrative Credit (General Purpose)	$88,182	$90,000	TBD	TBD
Wellness Credit	$100,000	$112,500	$112,500	$112,500

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current 1/1/2024 through 12/31/2024	Year 1 1/1/2025 through 12/31/2025	Year 2 1/1/2026 through 12/31/2026	Year 3 1/1/2027 through 12/31/2027
Medical Management Programs				
Core Medical Necessity	Included	Included	Included	Included
Physical Health Solutions:				
Chiropractic Network	Included	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included	Included
Other Programs/Services:				
TX Custom PHS 3.0	Included	Included	Included	Included
Behavioral Health Solutions	Included	Included	Included	Included
Claim Fiduciary	Included	Included	Included	Included
Convenience Care Clinics CSP	Included	Included	Included	Included
Data Extracts	Included	Included	Included	Included
COBRA	Included	Included	Included	Included
Expanded eCR Reporting	Included	Included	Included	Included
Other Programs/Services (Fees collected through Bank Account):				
Kaia Health	$200 per active user for 1-3 months;	$615 Per Participant Per Year	TBD	TBD

	$20 per user ongoing			
Neonatal Resource Services	N/A	$1,700 Per Engagement	TBD	TBD
Quit4Life	N/A	$455.61 Per Case	TBD	TBD
Second Opinion Services	$2,136 Per Case	$2,136 Per Case	TBD	TBD
Specialist Management Solutions	$1,500 Per Case	$1,500 Per Case	TBD	TBD
Virtual Behavioral Coaching	N/A	$72 Per Session	TBD	TBD
Virtual Behavioral Coaching Weekly Call	N/A	$55 Per Session	TBD	TBD
UHC Hub Vendors:				
Fees for the following will be collected through the Bank Account				
Teladoc Chronic Care Mgmt Plus	N/A	$69 PEMPM	TBD	TBD

The following are not included in the above ASO Fees:

Additional Services	Fee
Naviguard*	$2.75 PEPM
Transplant Resource Services Transplant Cost Negotiation Program	$8,333 per negotiation
Payment Integrity (Fees collected through Bank Account):	
Enhanced Abuse and Fraud Management Program	22% of recoveries
Advanced Analytics and Recovery Services (AARS)	24% of recoveries
Credit Balance Recovery Program	not to exceed 10% of recoveries
Hospital Bill Audit Program	not to exceed 22% of savings
Subrogation Services	33.3% of recoveries
Injury Coordination Coverage	33.3% of recoveries
Focused Claim Review	22% of savings

**Naviguard pricing will increase annually by $0.25 pepm.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at $500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – www.employereservices.com

- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:
    - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 1740
    - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.09.
    - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
    - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
    - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
    - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
    - As otherwise permitted in our Administratives Services Agreement

- Our mature quotation includes the processing of runout claims for 6 months following the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.
- Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for WILLIAMSON COUNTY and our other ASO customers result in significant reductions to the rebate level.
- WILLIAMSON COUNTY will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are excluded.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility
- United will provide a Wellness Credit, Administrative Credit (General Purpose) to help WILLIAMSON COUNTY mitigate costs associated with additional wellness services from United, administration of the plan

  These credits are available as follows:

  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - WILLIAMSON COUNTY's enrollment with United must always exceed 1323 Employees.
  - Credits must be used between 01/01/2025 and 01/01/2026. Any Credits not used during this time period are forfeit.
  - Upon request from WILLIAMSON COUNTY, a credit will be issued in United's fee billing system.

  - Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
  - If WILLIAMSON COUNTY terminates the Agreement prior to 12/31/2027, WILLIAMSON COUNTY will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, WILLIAMSON COUNTY will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
  - If during the course of the first year unforeseen or additional expense items arise related to the WILLIAMSON COUNTY implementation, UHC reserves the right to use a portion of this credit to offset such expenses.

- WILLIAMSON COUNTY acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United, and United disclaims any performance or financial return guarantees made by those third-party vendors. WILLIAMSON COUNTY agrees that United is not responsible or liable in any way for such performance or financial return guarantees.

  A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service.

Customer acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. Customer agrees that United is not responsible or liable in any way for such performance or financial return guarantees. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required Taxes. A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

Service Description
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities.

Service Description
• Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
Coordination of Benefits ("COB") • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers' information. • COB indicators set to edit subsequent claims with primary/secondary payers' information.
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
Hospital Bill and Premium Audit • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
Third-Party Liability – Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
Litigation and Arbitration Fees for Recoveries • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
Naviguard Program • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). • Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.
The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.
For clinical support. if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.

Second Opinion Services. Participants will have access to personalized consultations by video or phone from medical experts. A designated care team coordinator guides Participants through the entire process, including follow up. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.
Specialist Management Solution (SMS) Concierge services and surgical care navigation, guiding Participants to providers who perform outpatient surgical specialties/procedures. Services include the following: • Advocate, a single point of contact through the entire continuum of care. • Participant activation and outreach campaign support. • Customer data and reporting. • Gross Savings means the established episode market average for hospital outpatient department cost per case (based on historic claims data) compared to the actual cost for Participants who had the same procedure in an ambulatory surgical center.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to $10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Dental Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2025, unless otherwise specified.

ASO Fee PEPM	$3.12
Broker Commissions	$0.00
Total ASO Fee PEPM	$3.12
Rate Guarantee	12 months
Expiration Date	12/31/2025

Dental Assumptions

Rates listed above assume the plan design quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximum are combined.

*Please contact your sales representative to confirm specific plan. Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 2.16.

Quote is based on total group of 1656 Employees and 3572 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes UnitedHealthcare will retain claim fiduciary responsibility.

Digital ID cards will be available on-line, upon intial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

FSA Fees

	1/1/2025	1/1/2026	1/1/2027

FSA, Dependent Care Spending Account Fees	through 12/31/2025	through 12/31/2026	through 12/31/2027
FSA Fee - PEPM	$3.00	$3.00	$3.00

- FSA fees above apply to employees enrolled in the health care spending or dependent care spending accounts, or both.
- A minimum monthly billing of $100 applies

FSA Nondiscrimination testing (NDT)	$500

Nondiscrimination Test Package

- This optional service provides the results of three tests Non-Discrimination Tests (25% Key Concentration Test [overall Section 125 Plan], 55% Average Benefits Test and 25% Owner's Concentration Test) which are a subset of the testing that may be required by the IRS. WILLIAMSON COUNTY provides the data to us, we perform the mathematical calculations and provide a report that indicates pass/fail by test. We are not providing consulting or legal advice.

Standard FSA services including:

- Initial supply of standard employee brochures.
- Single claim submission with automatic roll-over from established feeds (i.e., Spectera® Vision, UnitedHealthcare Dental and OptumRx).
- Check minimum $25.
- Daily payment cycle.
- Customer care representation during normal business hours.
- Eligibility information processed via electronic file submission (FTP or EDT) or tape cartridge with up to two files or tape cartridges per month.
- Standard FSA banking arrangements using separate bank account for FSA plan.
- Direct deposit of payments to employee bank accounts with online direct deposit administration at myuhc.com®.
- Account information through myuhc.com for participants enrolled in UnitedHealthcare health plans.
- Assumes WILLIAMSON COUNTY will retain claim fiduciary responsibility for the UnitedHealthcare administered FSA plan.

Standard FSA reports including:

- Member Detail Reports, providing detailed account status for each participant.
- Executive Summary Reports, providing summarized data from the Member Detail Report as well as monthly activity information.
- Utilization Reports, providing general statistical information on the types of expenses being submitted.

Our Flexible Spending Account (FSA) quote is subject to the terms and conditions outlined in the Financial Commentary.

COBRA Fees

Fee Schedule	$0.55 Per Employee per month
Group Setup Fee (one-time fee at Implementation)	Included

COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee	N/A
Ongoing COBRA Continuant Per Month Charge	Included
COBRA Services	
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
State Continuation Notification (per notice)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
Open Enrollment Services	
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	$8.00 Plus Postage *There is a $100 minimum for Open Enrollment Services
Optional Services	
Medicare-D Notifications	$0.95/Notification
Retro/HIPAA Initial Rights Notices (Per Notice)	$3.00/Notification
Customized Services (Letters, Correspondence)	Varies, plus postage
Direct Bill/Retiree Services - Per continuant, per month	$4.50
COBRA 2% Administration Fee	
UnitedHealthcare will retain the 2% administration fee that is routinely charged to enrolled COBRA participants	

Exhibit C – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2025 through December 31, 2025 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these Fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%

Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%

Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

Pharmacy Financials			
Definition	Pharmacy rate guarantees.		
Measurement and Criteria		**01/01/2024**	**01/01/2025**
	Component Discount Guarantee - Broad Network		
	Retail Brand, Average Wholesale Price (AWP) less	21.90%	21.90%
	Retail Brand -- 90 Day Supply, AWP less	24.90%	24.90%
	Retail Generic - 30 and 90 Day Supply, AWP less	84.00%	84.00%
	Mail Order Brand, AWP less	25.50%	25.50%
	Mail Order Generic, AWP less	87.00%	87.00%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.		
	Dispensing Fees - Broad Network		
	Retail Brand - 30 Day	$0.50	$0.50
	Retail Brand -- 90 Day Supply	$0.10	$0.10
	Retail Generic - 30 Day	$0.50	$0.50
	Retail Generic -- 90 Day Supply	$0.10	$0.10
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Minimum Rebate Guarantee (Advantage PDL)		
	Rebate Sharing Percentage	100.0%	100.0%
	Basis, per script	Brand	Brand
	Retail - 30 and 90 Day	$411.52	$463.16
	Mail Order	$665.06	$701.55
	Specialty Included In Retail	Included In Retail	Included In Retail
	Fees		
	Variable Copay program (monthly, per eligible member)	$0.45	$0.45
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.		
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.		
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.		

• The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.

• The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims.

• The Arrangement includes veterans' affairs facility claims.

• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.

• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.

• The Mail Order guarantee includes drugs dispensed for 46 days or greater.

• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

Rebate Specific Conditions

• Assumes implementation of United's Advantage PDL

• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

• Calculation of the guaranteed rebate amount will exclude ineligible claims including:

- claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
- claims approved by formulary exception
- claims not covered by Customer's benefit design or PDL
- claims receiving 340B pricing
- long term care pharmacy claims
- federal government pharmacy claims
- claims for non-FDA approved products
- compound drug claims
- direct member reimbursement claims

• Devices are excluded from the claim counts; Insulins and Test Strips are not excluded.

• Vaccines are excluded from the claim counts.

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

• The Rebate guarantees set forth herein do not incorporate the impact of the elimination of the Average Manufacturer's Price (AMP) Cap pursuant to the American Rescue Plan Act of 2021. United reserves the right to modify or eliminate any Rebate guarantees once it has been able to determine that impact and the resulting changes to Rebates received from pharmaceutical manufacturers.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.

• Specialty rebates are included in the guaranteed retail per-script rebates above.

• Manufacturer Administrative Fees are the administrative fees paid by drug manufacturers to United's PBM affiliate as consideration for maintaining systems and processes necessary for managing and administering Rebate programs. Manufacturer Administrative Fees are included in the guaranteed rebate arrangement.

• If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

General Conditions

• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2024 through 12/31/2025 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

• Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• Pricing and guarantees assume enrollment of 1,643 Employees and 3,439 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

• In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement.

• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

TRRX (08/2023)	**Brand / Generic Reconciliation Definition** • **Brand Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee , set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N. • **Generic Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to Y.

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network and drugs for which no AWP measure exists are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Limited Distribution (LDD) status is subject to change based on manufacturer decision. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) material changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	No	15.30%	INFLAMMATORY CONDITIONS	HUMIRA	No	16.90%
ANEMIA	EPOGEN	No	14.10%	INFLAMMATORY CONDITIONS	ILUMYA	No	14.90%
ANEMIA	PROCRIT	No	14.40%	INFLAMMATORY CONDITIONS	KEVZARA	No	10.70%
ANEMIA	RETACRIT	No	14.90%	INFLAMMATORY CONDITIONS	KINERET	Yes	14.30%
ANTICONVULSANT	DIACOMIT	Yes	13.30%	INFLAMMATORY CONDITIONS	OLUMIANT	Yes	13.30%
ANTICONVULSANT	EPIDIOLEX	Yes	13.30%	INFLAMMATORY CONDITIONS	OPZELURA	No	11.80%
ANTICONVULSANT	FINTEPLA	Yes	11.30%	INFLAMMATORY CONDITIONS	ORENCIA	No	15.00%
ANTICONVULSANT	ZTALMY	Yes	11.30%	INFLAMMATORY CONDITIONS	OTEZLA	No	14.80%
ANTIHYPERLIPIDEMIC	JUXTAPID	Yes	14.10%	INFLAMMATORY CONDITIONS	RIDAURA	No	14.90%
ANTI-INFECTIVE	ARIKAYCE	Yes	13.80%	INFLAMMATORY CONDITIONS	RINVOQ	No	14.90%
ANTI-INFECTIVE	DARAPRIM	Yes	13.30%	INFLAMMATORY CONDITIONS	SILIQ	Yes	12.30%
ANTI-INFECTIVE	PYRIMETHAMINE	No	13.30%	INFLAMMATORY CONDITIONS	SIMPONI	No	14.90%
ANTIVIRAL	LIVTENCITY	Yes	13.80%	INFLAMMATORY CONDITIONS	SKYRIZI	No	18.90%
ASTHMA	FASENRA	Yes	13.30%	INFLAMMATORY CONDITIONS	SOTYKTU	No	12.30%
ASTHMA	NUCALA	Yes	13.30%	INFLAMMATORY	STELARA	No	16.90%

				CONDITIONS			
ASTHMA	XOLAIR	Yes	13.30%	INFLAMMATORY CONDITIONS	TALTZ	No	12.30%
CARDIOVASCULAR	CAMZYOS	Yes	12.30%	INFLAMMATORY CONDITIONS	TREMFYA	No	14.90%
CARDIOVASCULAR	DROXIDOPA	Yes	33.70%	INFLAMMATORY CONDITIONS	XELJANZ	No	14.90%
CARDIOVASCULAR	NORTHERA	Yes	14.80%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	14.90%
CARDIOVASCULAR	VYNDAMAX	Yes	16.10%	IRON OVERLOAD	DEFERASIROX	Yes	66.70%
CARDIOVASCULAR	VYNDAQEL	Yes	13.30%	IRON OVERLOAD	DEFERIPRONE	Yes	33.70%
CNS AGENTS	AUSTEDO	No	14.30%	IRON OVERLOAD	EXJADE	Yes	13.00%
CNS AGENTS	ENSPRYNG	Yes	12.80%	IRON OVERLOAD	FERRIPROX	Yes	13.30%
CNS AGENTS	EXSERVAN	Yes	14.30%	IRON OVERLOAD	JADENU	No	14.30%
CNS AGENTS	FIRDAPSE	Yes	11.30%	KIDNEY DISEASE	TARPEYO	Yes	12.30%
CNS AGENTS	HETLIOZ	Yes	14.80%	LIVER DISEASE	OCALIVA	Yes	15.90%
CNS AGENTS	INGREZZA	Yes	13.80%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Yes	14.30%
CNS AGENTS	RADICAVA	Yes	13.30%	MOOD DISORDER DRUGS	SPRAVATO	No	14.30%
CNS AGENTS	RELYVRIO	Yes	12.30%	MULTIPLE SCLEROSIS	AMPYRA	Yes	12.60%
CNS AGENTS	RILUTEK	No	14.30%	MULTIPLE SCLEROSIS	AUBAGIO	No	13.30%
CNS AGENTS	RILUZOLE	No	92.70%	MULTIPLE SCLEROSIS	AVONEX	No	14.80%
CNS AGENTS	RUZURGI	Yes	12.30%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	14.80%
CNS AGENTS	SABRIL	Yes	16.90%	MULTIPLE SCLEROSIS	BETASERON	No	14.90%
CNS AGENTS	SODIUM OXYBATE	Yes	7.20%	MULTIPLE SCLEROSIS	COPAXONE	No	15.50%
CNS AGENTS	TASIMELTEON	Yes	33.70%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Yes	92.90%

CNS AGENTS	TETRABENAZINE	No	49.00%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Yes	79.60%
CNS AGENTS	TIGLUTIK	Yes	11.30%	MULTIPLE SCLEROSIS	EXTAVIA	No	14.90%
CNS AGENTS	VIGABATRIN	No	18.40%	MULTIPLE SCLEROSIS	FINGOLIMOD	No	69.40%
CNS AGENTS	VIGADRONE	Yes	17.40%	MULTIPLE SCLEROSIS	GILENYA	No	14.80%
CNS AGENTS	XENAZINE	Yes	16.40%	MULTIPLE SCLEROSIS	GLATIRAMER	No	79.60%
CNS AGENTS	XYREM	Yes	7.20%	MULTIPLE SCLEROSIS	GLATOPA	No	79.60%
CNS AGENTS	XYWAV	Yes	8.20%	MULTIPLE SCLEROSIS	KESIMPTA	No	14.80%
CYSTIC FIBROSIS	BETHKIS	No	12.30%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	14.80%
CYSTIC FIBROSIS	BRONCHITOL	Yes	14.30%	MULTIPLE SCLEROSIS	MAYZENT	No	14.80%
CYSTIC FIBROSIS	CAYSTON	Yes	15.30%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	14.30%
CYSTIC FIBROSIS	KALYDECO	Yes	14.30%	MULTIPLE SCLEROSIS	PONVORY	Yes	11.80%
CYSTIC FIBROSIS	KITABISPAK	No	13.30%	MULTIPLE SCLEROSIS	REBIF	No	14.80%
CYSTIC FIBROSIS	ORKAMBI	Yes	14.30%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	14.80%
CYSTIC FIBROSIS	PULMOZYME	No	15.90%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	14.80%
CYSTIC FIBROSIS	SYMDEKO	Yes	14.30%	MULTIPLE SCLEROSIS	VUMERITY	Yes	13.30%
CYSTIC FIBROSIS	TOBI	No	14.60%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	13.30%
CYSTIC FIBROSIS	TOBI PODHALER	No	14.60%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	8.20%
CYSTIC FIBROSIS	TOBRAMYCIN	No	69.40%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	12.30%
CYSTIC FIBROSIS	TRIKAFTA	Yes	14.30%	NARCOLEPSY	WAKIX	Yes	14.30%
ENDOCRINE	BETAINE	Yes	11.30%	NEUTROPENIA	FULPHILA	No	14.60%
ENDOCRINE	BUPHENYL	No	15.60%	NEUTROPENIA	GRANIX	No	14.60%
ENDOCRINE	BYNFEZIA	No	9.20%	NEUTROPENIA	LEUKINE	No	14.60%
ENDOCRINE	CARBAGLU	Yes	8.20%	NEUTROPENIA	NEULASTA	No	14.60%
ENDOCRINE	CARGLUMIC	Yes	33.70%	NEUTROPENIA	NEUPOGEN	No	14.60%
ENDOCRINE	CHENODAL	Yes	10.20%	NEUTROPENIA	NIVESTYM	No	14.60%
ENDOCRINE	CLOVIQUE	No	33.70%	NEUTROPENIA	NYVEPRIA	No	12.30%
ENDOCRINE	CORTROPHIN	Yes	11.30%	NEUTROPENIA	UDENYCA	No	14.60%
ENDOCRINE	CUPRIMINE	No	14.90%	NEUTROPENIA	ZARXIO	No	14.60%
ENDOCRINE	CYSTADANE	Yes	11.30%	NEUTROPENIA	ZIEXTENZO	No	14.30%

ENDOCRINE	CYSTADROPS	Yes	11.30%	ONCOLOGY - INJECTABLE	ELIGARD	No	13.40%
ENDOCRINE	CYSTARAN	Yes	13.80%	ONCOLOGY - INJECTABLE	INTRON A	Yes	14.30%
ENDOCRINE	DEPEN TITRATABS	No	14.80%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	63.30%
ENDOCRINE	DICHLORPHENAMIDE	Yes	13.80%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	14.60%
ENDOCRINE	D-PENAMINE	No	13.80%	ONCOLOGY - ORAL	ABIRATERONE	No	82.70%
ENDOCRINE	EGRIFTA	Yes	14.30%	ONCOLOGY - ORAL	AFINITOR	No	14.90%
ENDOCRINE	FIRMAGON	No	14.30%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	14.90%
ENDOCRINE	GATTEX	Yes	15.60%	ONCOLOGY - ORAL	ALECENSA	Yes	14.90%
ENDOCRINE	H.P. ACTHAR	Yes	14.30%	ONCOLOGY - ORAL	ALKERAN	No	16.30%
ENDOCRINE	IMCIVREE	Yes	14.30%	ONCOLOGY - ORAL	ALUNBRIG	Yes	12.80%
ENDOCRINE	ISTURISA	Yes	11.30%	ONCOLOGY - ORAL	AYVAKIT	Yes	15.30%
ENDOCRINE	JAVYGTOR	Yes	12.30%	ONCOLOGY - ORAL	BALVERSA	Yes	14.30%
ENDOCRINE	JYNARQUE	Yes	13.30%	ONCOLOGY - ORAL	BEXAROTENE	No	34.10%
ENDOCRINE	KEVEYIS	Yes	13.80%	ONCOLOGY - ORAL	BOSULIF	Yes	14.30%
ENDOCRINE	KORLYM	Yes	12.30%	ONCOLOGY - ORAL	BRAFTOVI	Yes	14.80%
ENDOCRINE	KUVAN	Yes	13.50%	ONCOLOGY - ORAL	BRUKINSA	Yes	13.80%
ENDOCRINE	LANREOTIDE	No	11.30%	ONCOLOGY - ORAL	CABOMETYX	Yes	13.30%
ENDOCRINE	MYALEPT	Yes	8.20%	ONCOLOGY - ORAL	CALQUENCE	Yes	14.30%
ENDOCRINE	MYCAPSSA	Yes	12.30%	ONCOLOGY - ORAL	CAPECITABINE	No	82.70%
ENDOCRINE	NATPARA	Yes	14.10%	ONCOLOGY - ORAL	CAPRELSA	Yes	10.20%
ENDOCRINE	NITYR	Yes	13.80%	ONCOLOGY - ORAL	COMETRIQ	Yes	13.80%
ENDOCRINE	OCTREOTIDE ACETATE	No	57.30%	ONCOLOGY - ORAL	COPIKTRA	Yes	15.30%
ENDOCRINE	PENICILLAMINE	No	33.70%	ONCOLOGY - ORAL	COTELLIC	Yes	13.30%
ENDOCRINE	PROCYSBI	Yes	8.20%	ONCOLOGY - ORAL	DAURISMO	Yes	13.30%
ENDOCRINE	RAVICTI	Yes	15.90%	ONCOLOGY - ORAL	ERIVEDGE	Yes	13.30%
ENDOCRINE	RECORLEV	Yes	14.60%	ONCOLOGY - ORAL	ERLEADA	No	14.30%

ENDOCRINE	SAMSCA	Yes	14.30%	ONCOLOGY - ORAL	ERLOTINIB	Yes	33.70%
ENDOCRINE	SANDOSTATIN	No	14.60%	ONCOLOGY - ORAL	ETOPOSIDE	No	33.70%
ENDOCRINE	SAPROPTERIN	Yes	41.90%	ONCOLOGY - ORAL	EVEROLIMUS	No	45.90%
ENDOCRINE	SIGNIFOR	Yes	8.20%	ONCOLOGY - ORAL	EXKIVITY	Yes	13.80%
ENDOCRINE	SODIUM PHENYLBUTYRATE	No	33.70%	ONCOLOGY - ORAL	FARYDAK	Yes	12.30%
ENDOCRINE	SOMATULINE DEPOT	No	14.30%	ONCOLOGY - ORAL	FOTIVDA	Yes	14.10%
ENDOCRINE	SOMAVERT	Yes	11.50%	ONCOLOGY - ORAL	GAVRETO	Yes	13.30%
ENDOCRINE	SYPRINE	No	14.30%	ONCOLOGY - ORAL	GILOTRIF	Yes	8.20%
ENDOCRINE	THIOLA	Yes	12.30%	ONCOLOGY - ORAL	GLEEVEC	No	16.30%
ENDOCRINE	TIOPRONIN	No	33.70%	ONCOLOGY - ORAL	GLEOSTINE	No	16.30%
ENDOCRINE	TOLVAPTAN	No	33.70%	ONCOLOGY - ORAL	HYCAMTIN	No	15.60%
ENDOCRINE	TRIENTINE	No	84.70%	ONCOLOGY - ORAL	IBRANCE	Yes	14.80%
ENDOCRINE	XERMELO	Yes	13.80%	ONCOLOGY - ORAL	ICLUSIG	Yes	13.60%
ENDOCRINE	XURIDEN	Yes	13.30%	ONCOLOGY - ORAL	IDHIFA	No	15.30%
ENZYME DEFICIENCY	CHOLBAM	Yes	5.10%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.40%
ENZYME DEFICIENCY	CYSTAGON	Yes	11.80%	ONCOLOGY - ORAL	IMBRUVICA	Yes	14.80%
ENZYME DEFICIENCY	GALAFOLD	Yes	14.80%	ONCOLOGY - ORAL	INLYTA	Yes	14.40%
ENZYME DEFICIENCY	MIGLUSTAT	No	33.70%	ONCOLOGY - ORAL	INQOVI	Yes	11.30%
ENZYME DEFICIENCY	NITISINONE	No	33.70%	ONCOLOGY - ORAL	INREBIC	Yes	13.30%
ENZYME DEFICIENCY	ORFADIN	No	3.10%	ONCOLOGY - ORAL	IRESSA	Yes	15.30%
ENZYME DEFICIENCY	PALYNZIQ	Yes	12.30%	ONCOLOGY - ORAL	JAKAFI	Yes	13.30%
ENZYME DEFICIENCY	STRENSIQ	Yes	12.10%	ONCOLOGY - ORAL	KISQALI	No	15.30%
ENZYME DEFICIENCY	SUCRAID	Yes	13.00%	ONCOLOGY - ORAL	KISQALI FEMARA	No	15.90%
ENZYME DEFICIENCY	TEGSEDI	Yes	8.20%	ONCOLOGY - ORAL	KOSELUGO	Yes	14.60%

ENZYME DEFICIENCY	ZAVESCA	Yes	8.20%	ONCOLOGY - ORAL	LAPATINIB	No	33.70%
GAUCHERS DISEASE	CERDELGA	Yes	14.30%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	33.70%
GENETIC DISORDER	DOJOLVI	Yes	15.90%	ONCOLOGY - ORAL	LENVIMA	Yes	15.30%
GENETIC DISORDER	VIJOICE	No	13.30%	ONCOLOGY - ORAL	LONSURF	Yes	13.30%
GENETIC DISORDER	ZOKINVY	Yes	14.30%	ONCOLOGY - ORAL	LORBRENA	Yes	12.30%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	14.90%	ONCOLOGY - ORAL	LUMAKRAS	Yes	13.30%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	15.50%	ONCOLOGY - ORAL	LYNPARZA	Yes	13.00%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	14.30%	ONCOLOGY - ORAL	MATULANE	Yes	13.80%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	16.80%	ONCOLOGY - ORAL	MEKINIST	Yes	12.30%
GROWTH HORMONE DEFICIENCY	NUTROPINAQ	No	15.00%	ONCOLOGY - ORAL	MEKTOVI	Yes	14.80%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	15.30%	ONCOLOGY - ORAL	MELPHALAN	No	33.70%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	18.30%	ONCOLOGY - ORAL	MESNEX	No	14.80%
GROWTH HORMONE DEFICIENCY	SEROSTIM	Yes	14.30%	ONCOLOGY - ORAL	NERLYNX	Yes	15.10%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	12.30%	ONCOLOGY - ORAL	NEXAVAR	Yes	13.30%
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	15.50%	ONCOLOGY - ORAL	NILANDRON	No	15.90%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	13.80%	ONCOLOGY - ORAL	NILUTAMIDE	No	40.90%
HEMATOLOGIC	BERINERT	Yes	13.30%	ONCOLOGY - ORAL	NINLARO	No	14.30%
HEMATOLOGIC	CABLIVI	Yes	14.30%	ONCOLOGY - ORAL	NUBEQA	Yes	14.30%
HEMATOLOGIC	CINRYZE	Yes	15.30%	ONCOLOGY - ORAL	ODOMZO	No	14.60%

HEMATOLOGIC	DOPTELET	Yes	14.30%	ONCOLOGY - ORAL	ONUREG	No	12.80%
HEMATOLOGIC	FIRAZYR	Yes	15.10%	ONCOLOGY - ORAL	ORGOVYX	Yes	15.10%
HEMATOLOGIC	HAEGARDA	Yes	13.30%	ONCOLOGY - ORAL	PEMAZYRE	Yes	14.80%
HEMATOLOGIC	ICATIBANT	Yes	33.70%	ONCOLOGY - ORAL	PIQRAY	No	12.80%
HEMATOLOGIC	MOZOBIL	No	14.30%	ONCOLOGY - ORAL	POMALYST	Yes	13.80%
HEMATOLOGIC	MULPLETA	No	14.30%	ONCOLOGY - ORAL	PURIXAN	No	13.30%
HEMATOLOGIC	OXBRYTA	Yes	12.80%	ONCOLOGY - ORAL	PYRUKYND	Yes	12.30%
HEMATOLOGIC	PROMACTA	Yes	14.30%	ONCOLOGY - ORAL	QINLOCK	Yes	15.30%
HEMATOLOGIC	REZUROCK	Yes	14.10%	ONCOLOGY - ORAL	RETEVMO	Yes	13.30%
HEMATOLOGIC	RUCONEST	Yes	14.10%	ONCOLOGY - ORAL	REVLIMID	Yes	15.60%
HEMATOLOGIC	SAJAZIR	Yes	23.50%	ONCOLOGY - ORAL	ROZLYTREK	No	16.30%
HEMATOLOGIC	TAKHZYRO	Yes	14.30%	ONCOLOGY - ORAL	RUBRACA	Yes	15.30%
HEMATOLOGIC	TAVALISSE	Yes	14.30%	ONCOLOGY - ORAL	RYDAPT	No	16.30%
HEMOPHILIA - INFUSED	ADVATE	No	43.80%	ONCOLOGY - ORAL	SCEMBLIX	No	12.30%
HEMOPHILIA - INFUSED	ADYNOVATE	No	34.70%	ONCOLOGY - ORAL	SORAFENIB	Yes	42.90%
HEMOPHILIA - INFUSED	AFSTYLA	No	34.60%	ONCOLOGY - ORAL	SPRYCEL	No	16.30%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	42.60%	ONCOLOGY - ORAL	STIVARGA	Yes	12.80%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	49.80%	ONCOLOGY - ORAL	SUNITINIB	Yes	33.70%
HEMOPHILIA - INFUSED	ALPROLIX	No	14.30%	ONCOLOGY - ORAL	SUTENT	Yes	15.60%
HEMOPHILIA - INFUSED	BENEFIX	No	15.30%	ONCOLOGY - ORAL	TABLOID	No	16.30%
HEMOPHILIA - INFUSED	COAGADEX	Yes	30.60%	ONCOLOGY - ORAL	TABRECTA	No	13.30%
HEMOPHILIA - INFUSED	CORIFACT	No	28.60%	ONCOLOGY - ORAL	TAFINLAR	Yes	14.30%
HEMOPHILIA - INFUSED	ELOCTATE	No	28.60%	ONCOLOGY - ORAL	TAGRISSO	Yes	14.30%
HEMOPHILIA - INFUSED	ESPEROCT	No	23.50%	ONCOLOGY - ORAL	TALZENNA	Yes	14.30%

HEMOPHILIA - INFUSED	FEIBA	No	40.70%	ONCOLOGY - ORAL	TARCEVA	Yes	16.20%
HEMOPHILIA - INFUSED	HEMOFILM	No	44.90%	ONCOLOGY - ORAL	TARGRETIN	No	14.80%
HEMOPHILIA - INFUSED	HUMATE-P	No	37.70%	ONCOLOGY - ORAL	TASIGNA	Yes	14.30%
HEMOPHILIA - INFUSED	IDELVION	No	14.30%	ONCOLOGY - ORAL	TAZVERIK	Yes	14.60%
HEMOPHILIA - INFUSED	IXINITY	No	14.30%	ONCOLOGY - ORAL	TEMODAR	No	15.60%
HEMOPHILIA - INFUSED	JIVI	No	23.50%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	59.60%
HEMOPHILIA - INFUSED	KOATE	No	42.90%	ONCOLOGY - ORAL	TEPMETKO	Yes	13.30%
HEMOPHILIA - INFUSED	KOATE-DVI	No	42.90%	ONCOLOGY - ORAL	THALOMID	Yes	15.60%
HEMOPHILIA - INFUSED	KOGENATE FS	No	47.80%	ONCOLOGY - ORAL	TIBSOVO	Yes	14.30%
HEMOPHILIA - INFUSED	KOVALTRY	No	46.20%	ONCOLOGY - ORAL	TRETINOIN	No	84.70%
HEMOPHILIA - INFUSED	MONONINE	No	32.10%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	13.80%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	44.80%	ONCOLOGY - ORAL	TUKYSA	Yes	14.60%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	38.90%	ONCOLOGY - ORAL	TURALIO	Yes	14.80%
HEMOPHILIA - INFUSED	NUWIQ	No	48.70%	ONCOLOGY - ORAL	TYKERB	No	15.60%
HEMOPHILIA - INFUSED	PROFILNINE	No	30.70%	ONCOLOGY - ORAL	UKONIQ	Yes	13.30%
HEMOPHILIA - INFUSED	REBINYN	No	18.40%	ONCOLOGY - ORAL	VENCLEXTA	Yes	13.30%
HEMOPHILIA - INFUSED	RECOMBINATE	No	41.90%	ONCOLOGY - ORAL	VERZENIO	Yes	16.10%
HEMOPHILIA - INFUSED	RIXUBIS	No	14.60%	ONCOLOGY - ORAL	VITRAKVI	Yes	15.30%
HEMOPHILIA - INFUSED	SEVENFACT	No	23.50%	ONCOLOGY - ORAL	VIZIMPRO	Yes	9.20%
HEMOPHILIA - INFUSED	TRETTEN	Yes	15.20%	ONCOLOGY - ORAL	VONJO	Yes	14.80%

HEMOPHILIA - INFUSED	VONVENDI	Yes	13.30%	ONCOLOGY - ORAL	VOTRIENT	Yes	14.30%
HEMOPHILIA - INFUSED	WILATE	No	42.90%	ONCOLOGY - ORAL	WELIREG	Yes	14.10%
HEMOPHILIA - INFUSED	XYNTHA	No	39.00%	ONCOLOGY - ORAL	XALKORI	Yes	12.80%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	13.30%	ONCOLOGY - ORAL	XELODA	No	16.30%
HEPATITIS C	EPCLUSA	No	14.80%	ONCOLOGY - ORAL	XOSPATA	Yes	15.30%
HEPATITIS C	HARVONI	No	15.90%	ONCOLOGY - ORAL	XPOVIO	Yes	15.10%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	15.90%	ONCOLOGY - ORAL	XTANDI	Yes	14.30%
HEPATITIS C	MAVYRET	No	14.80%	ONCOLOGY - ORAL	YONSA	No	16.30%
HEPATITIS C	PEGASYS	No	17.30%	ONCOLOGY - ORAL	ZEJULA	Yes	14.60%
HEPATITIS C	PEGINTRON	No	18.30%	ONCOLOGY - ORAL	ZELBORAF	Yes	13.80%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	14.80%	ONCOLOGY - ORAL	ZOLINZA	No	15.60%
HEPATITIS C	SOVALDI	No	14.80%	ONCOLOGY - ORAL	ZYDELIG	Yes	15.30%
HEPATITIS C	VIEKIRA PAK	No	14.30%	ONCOLOGY - ORAL	ZYKADIA	Yes	13.80%
HEPATITIS C	VOSEVI	No	14.80%	ONCOLOGY - ORAL	ZYTIGA	No	14.30%
HEPATITIS C	ZEPATIER	No	14.70%	ONCOLOGY - TOPICAL	TARGRETIN	No	14.80%
HEPATOLOGY	BYLVAY	Yes	12.30%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	10.70%
HEPATOLOGY	LIVMARLI	Yes	13.30%	OPHTHALMIC	OXERVATE	Yes	13.30%
HEREDITARY ANGIODEMA	ORLADEYO	Yes	13.80%	OSTEOPOROSIS	FORTEO	No	14.70%
IMMUNE MODULATOR	ACTIMMUNE	Yes	15.10%	OSTEOPOROSIS	TERIPARATIDE	No	14.30%
IMMUNE MODULATOR	ARCALYST	Yes	15.90%	OSTEOPOROSIS	TYMLOS	No	14.10%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	15.10%	PARKINSONS DISEASE	APOKYN	Yes	12.40%
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	10.20%	PARKINSONS DISEASE	APOMORPHINE	Yes	33.70%

IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	14.90%	PARKINSONS DISEASE	INBRIJA	Yes	13.30%
INFERTILITY	CETRORELIX	No	18.00%	PARKINSONS DISEASE	KYNMOBI	Yes	10.20%
INFERTILITY	CETROTIDE	No	18.00%	PULMONARY DISEASE	ESBRIET	Yes	14.30%
INFERTILITY	CHORIONIC GONADOTROPIN	No	69.90%	PULMONARY DISEASE	OFEV	Yes	13.30%
INFERTILITY	FOLLISTIM AQ	No	25.00%	PULMONARY DISEASE	PIRFENIDONE	Yes	84.70%
INFERTILITY	FYREMADEL	No	14.30%	PULMONARY HYPERTENSION	ADCIRCA	No	14.30%
INFERTILITY	GANIRELIX ACETATE	No	17.40%	PULMONARY HYPERTENSION	ADEMPAS	Yes	14.30%
INFERTILITY	GONAL-F	No	23.60%	PULMONARY HYPERTENSION	ALYQ	No	59.20%
INFERTILITY	GONAL-F RFF	No	23.60%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	59.20%
INFERTILITY	MENOPUR	No	17.60%	PULMONARY HYPERTENSION	BOSENTAN	No	33.70%
INFERTILITY	NOVAREL	No	33.70%	PULMONARY HYPERTENSION	LETAIRIS	Yes	13.50%
INFERTILITY	OVIDREL	No	18.00%	PULMONARY HYPERTENSION	OPSUMIT	Yes	14.60%
INFERTILITY	PREGNYL	No	33.70%	PULMONARY HYPERTENSION	ORENITRAM	Yes	14.30%
INFLAMMATORY CONDITIONS	ACTEMRA	No	15.00%	PULMONARY HYPERTENSION	REVATIO	No	14.10%
INFLAMMATORY CONDITIONS	ADBRY	Yes	11.30%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.70%
INFLAMMATORY CONDITIONS	AMJEVITA	No	16.90%	PULMONARY HYPERTENSION	TADALAFIL	No	33.70%

INFLAMMATORY CONDITIONS	CIBINQO	No	14.30%	PULMONARY HYPERTENSION	TADLIQ	Yes	11.30%
INFLAMMATORY CONDITIONS	CIMZIA	No	16.40%	PULMONARY HYPERTENSION	TRACLEER	Yes	14.30%
INFLAMMATORY CONDITIONS	COSENTYX	No	14.30%	PULMONARY HYPERTENSION	TYVASO	Yes	13.80%
INFLAMMATORY CONDITIONS	DUPIXENT	No	14.90%	PULMONARY HYPERTENSION	UPTRAVI	Yes	15.60%
INFLAMMATORY CONDITIONS	EMFLAZA	Yes	11.80%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	13.80%
INFLAMMATORY CONDITIONS	ENBREL	No	15.30%				

*Includes Nebulizer

2Q 2023 v2

will receive an Employee listing along with a request to reconcile. Customer's corrections will be sent to United within 10 business days. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United, within thirty (30) days of the due date, the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Effective January 1, 2023, the Administration Renewal Credit reflected in Exhibit B – Fees is replaced in it's entirety as follows:

Administration Renewal Credit Terms

UnitedHealthcare will provide a One month Administration Renewal Credit to help Williamson County mitigate costs associated with an administrative service provider change.
The Administration Renewal Credit will be paid via a credit to Williamson County medical administration fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. This is a onetime per year credit.
To qualify for this waiver, Williamson County's enrollment must exceed 1391 employees. If Williamson County terminates Agreement prior to December 31, 2025 Williamson County will pay UnitedHealthcare a prorated portion of this renewal credit as follows:

Administration Renewal Credit	$53.66	PEPM

Early Termination Penalty:

Termination prior to December 31,2023: 100% of the Renewal Credit

Termination prior to December 31,2024: 75% of the Renewal Credit

Termination prior to December 31,2025: 50% of the Renewal Credit

Caveat:

The Administration Renewal Credit does not replace the binder check requirement at point of sale.
Credits and or budgets are contingent upon having medical and pharmacy coverage over the three year contract period.
If the 1st year enrollment with United falls below the enrollment threshold, UnitedHealthcare will adjust the budget/credit and amount proportional to the enrollment reduction based on the amount of the credit/budget.
Commissions are excluded from Administration Renewal Credit.

Commissioners Court - Regular Session **46.**

Meeting Date: 12/10/2024

Approval of Purchase of Six (6) Ambulances – Wheeled Coach Ford F450 Type 1 from Siddons Martin Emergency Group, LLC for EMS Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the disposal of county assets through trade-in (quote attached) pursuant to Tex. Local Gov't Code 263.152(2) and the purchase of six (6) Ambulances – Wheeled Coach Ford F450 Type 1 from Siddons Martin Emergency Group, LLC in the amount of $2,068,658.00 through the purchasing Cooperative HGAC contract #AM10-23 (EMS) and authorize the execution of the purchase contract.

Background

The attached quote is for the purchase of six (6) EMS Ambulances for $2,068,658.00 with the trade in allowance of county assets unit numbers: ET1953, ET1789, ET1790, ET2003, ET1795 for $53,000. In addition to an HGAC service fee of $1,000.00 which also applies. The funding source is 01.0100.0540.005700, the Origination ID #1293, and the EMS point of contact is Mike Knipstein.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siddons Martin Ambulances Quote

Form 1295 Siddons Martin Emergency Group

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/20/2024 06:21 PM
County Judge Exec Asst.	Becky Pruitt	11/21/2024 11:32 AM
Purchasing (Originator)	Joy Simonton	12/04/2024 06:44 PM
Form Started By: Vickie Johnson		Started On: 11/15/2024 10:45 AM
Final Approval Date: 12/04/2024		

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

November 1, 2024

Mike Knipstein, EMS Director
WILLIAMSON COUNTY EMS
3151 SE INNER LOOP
GEORGETOWN, TX 78626

Proposal For: 2025 Williamson County EMS WC Order

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to WILLIAMSON COUNTY EMS. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB WILLIAMSON COUNTY EMS and training on operation and use of the apparatus.

Description	Amount

Qty. 6 - WC Custom - Ford Ford F 450 Type 1
(Unit Price - $353,443.00)
Delivery within 35-36 months of order date
QUOTE # - SMEG-0007974-6

		Vehicle Price	$2,120,658.00
2020 - Ford - F-450 - Wheeled Coach	($11,000.00)		
2019 - Ford - F-450 - Wheeled Coach	($10,500.00)		
2018 - Ford - F-450 - Wheeled Coach	($10,500.00)		
2017 - Ford - F-450 - Wheeled Coach	($11,000.00)		
2017 - Ford - F-450 - Wheeled Coach	($10,000.00)		
		WC Custom - UNIT TOTAL	**$2,067,658.00**
		SUB TOTAL	$2,067,658.00
		HGAC AM10-23 (EMS)	$1,000.00
		TOTAL	**$2,068,658.00**

Price guaranteed for 30 days

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

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

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Ryan Redden

I, _____, the authorized representative of WILLIAMSON COUNTY, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1229396

Date Filed:
10/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Siddons Martin Emergency Group, LLC
Houston, TX United States

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

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.
HGAC
AM10-23

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siddons Martin Holding, Inc.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kathryn Williams, 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 Harris County, State of Texas, on the 22nd day of October (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:
2024-1229396

Date Filed:
10/22/2024

Date Acknowledged:
11/15/2024

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

Siddons Martin Emergency Group, LLC
Houston, TX United States

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

Williamson County

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.

HGAC
AM10-23

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siddons Martin Holding, Inc.	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 **47.**

Meeting Date: 12/10/2024

Approval of Quote for Medical Equipment Maintenance with Stryker Sales LLC for EMS Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Two (2) Year Medical Equipment Maintenance Agreement for the EMS Department, in the amount of $293,668.20, to be billed annually in the amount of $146,834.10, between Stryker Sales LLC and Williamson County, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.

Background

This is a comprehensive agreement with Stryker Sales LLC for Medical Equipment Maintenance. The Stryker Sales LLC equipment purchase was exempted by Commissioners' Court on 01.24.23 under agenda item #37 and this is a continuation of the preventative maintenance agreement of that equipment, in the amount of $293,668.20, to be billed annually in the amount of $146,834.10. The funding source is 01.0100.0540.004500, the Origination ID No. is 1329, and the point of contact is Mike Knipstein.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote Stryker Sales LLC

Form 1295 Stryker Sales LLC

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 05:51 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 11:04 AM
Form Started By: Vickie Johnson		Started On: 12/04/2024 07:59 AM
Final Approval Date: 12/05/2024		

STRYKER

Williamson Cnty 2 Yr Annual

Quote Number: [redacted]

Version: 1
Prepared For: WILLIAMSON COUNTY EMS
Rep: C Matthews

Attn:
Email:

Phone Number:

GPO: CUSTOMER CONTRACT
Service Rep: C Valencia / L McLemore

Quote Date: 10/02/2024
Email:

Expiration Date: 08/30/2024

Contract Start 10/05/2024

Contract End: 10/04/2026

Delivery Address		Sold To-Shipping		Bill to Account	
Name:	WILLIAMSON COUNTY EMS	Name:	WILLIAMSON COUNTY EMS	Name:	WILLIAMSON COUNTY EMS
Account #:	[redacted]	Account #:	[redacted]	Account #:	[redacted]
Address:	3189 SE Inner Loop	Address:	3189 SE Inner Loop	Address:	3189 SE Inner Loop
	Georgetown		Georgetown		Georgetown
	Texas 78626-6388		Texas 78626-6388		Texas 78626-6388

ProCare Products:

#	Product	Description	Months	Qty	List Price	Disc % Off Contract	Sell Price	Total
1.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	24	21	$305.00	10.0%	$549.00	$11,529.00
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	24	18	$2,273.00	10.0%	$4,091.40	$73,645.20
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	24	1	$2,273.00	10.0%	$4,091.40	$4,091.40
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	24	3	$2,273.00	10.0%	$4,091.40	$12,274.20
5.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative	24	21	$1,599.00	10.0%	$2,878.20	$60,442.20

		Maintenance √ Batteries Service						
6.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	24	32	$2,204.00	10.0%	$3,967.20	$126,950.40
7.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	24	1	$1,719.00	10.0%	$3,094.20	$3,094.20
8.0	AED-FIELD-PROCARE	PROCARE-SVC-AED-FIELD-REPAIR √ Preventative Maintenance √ Batteries Service	24	2	$456.00	10.0%	$820.80	$1,641.60

Williamson Cnty 2 Yr Annual

Quote Number: [redacted]

Version:	1		
Prepared For:	WILLIAMSON COUNTY EMS	Rep:	C Matthews
Attn:		Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	
Quote Date:	10/02/2024	Email:	
Expiration Date:	08/30/2024		
Contract Start	10/05/2024		
Contract End:	10/04/2026		

ProCare Total	**$293,668.20**
ProCare Annual Payment	$146,834.10

Price Totals:

Authorized Customer Signer (Printed)	Date	Stryker Authorized Signer (Printed)	Date
Authorized Customer Signer (Printed)	Date	Stryker Authorized Signer (Printed)	Date

Purchase Order Number

Williamson Cnty 2 Yr Annual

Quote Number:	[redacted]		
Version:	1		
Prepared For:	WILLIAMSON COUNTY EMS	Rep:	C Matthews
Attn:		Email:	
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	
Quote Date:	10/02/2024	Email:	
Expiration Date:	08/30/2024		
Contract Start	10/05/2024		
Contract End:	10/04/2026		

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

In addition to the Terms and Conditions identified above, Customer and Stryker further agree that this quote and any subsequent purchase order of the Customer shall be governed by the following terms:

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

2. Customer's Right to Audit. Stryker agrees that Customer its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have the right to request copies of all books, documents, papers and records of Stryker which are directly pertinent to Stryker's performance of the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Stryker agrees that Customer shall be provided copies of all such books, documents, papers and records as promptly as reasonably practicable following Customer's request.

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

4. Mediation. The parties agree to participate in good faith in non-binding mediation, to be conducted as mutually agreed in Williamson County, Texas, prior to the taking of any formal legal action being initiated in connection with this Agreement.

5. Venue and Governing Law. Venue for all matters relating to this Agreement shall be Williamson County, Texas and the laws of the State of Texas shall govern, without reference to its conflicts of laws principles.

Payment Schedule

Starting Balance:		**$293,668.20**
Date	Payment	Balance
10/05/2024	$146,834.10	$146,834.10
10/05/2025	$146,834.10	$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000146
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000147
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000148
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000149
1.0	PROCARE-SVC-STAIR-CHAIR	2204010000150
1.0	PROCARE-SVC-STAIR-CHAIR	2109010000005
1.0	PROCARE-SVC-STAIR-CHAIR	2105010000107
1.0	PROCARE-SVC-STAIR-CHAIR	2105010000108
1.0	PROCARE-SVC-STAIR-CHAIR	2105010000109
1.0	PROCARE-SVC-STAIR-CHAIR	2105010000110
1.0	PROCARE-SVC-STAIR-CHAIR	2003010000089
1.0	PROCARE-SVC-STAIR-CHAIR	2003010000090
1.0	PROCARE-SVC-STAIR-CHAIR	2003010000091
1.0	PROCARE-SVC-STAIR-CHAIR	2003010000092
1.0	PROCARE-SVC-STAIR-CHAIR	2003010000093
1.0	PROCARE-SVC-STAIR-CHAIR	1908010000089
1.0	PROCARE-SVC-STAIR-CHAIR	1906010000118
1.0	PROCARE-SVC-STAIR-CHAIR	170640845
1.0	PROCARE-SVC-STAIR-CHAIR	170639160
1.0	PROCARE-SVC-STAIR-CHAIR	170639161
1.0	PROCARE-SVC-STAIR-CHAIR	170639162
2.0	PROCARE-SVC-POWER-LOAD	2003003400072
2.0	PROCARE-SVC-POWER-LOAD	2003003400086
2.0	PROCARE-SVC-POWER-LOAD	2003003400087
2.0	PROCARE-SVC-POWER-LOAD	2003003400088
2.0	PROCARE-SVC-POWER-LOAD	2003003400089
2.0	PROCARE-SVC-POWER-LOAD	1905003400547
2.0	PROCARE-SVC-POWER-LOAD	1905003400449
2.0	PROCARE-SVC-POWER-LOAD	1905003400544
2.0	PROCARE-SVC-POWER-LOAD	1905003400545
2.0	PROCARE-SVC-POWER-LOAD	180439531
2.0	PROCARE-SVC-POWER-LOAD	180439532
2.0	PROCARE-SVC-POWER-LOAD	180441210
2.0	PROCARE-SVC-POWER-LOAD	180441215
2.0	PROCARE-SVC-POWER-LOAD	180441216
2.0	PROCARE-SVC-POWER-LOAD	170440633
2.0	PROCARE-SVC-POWER-LOAD	170440634
2.0	PROCARE-SVC-POWER-LOAD	170240751
2.0	PROCARE-SVC-POWER-LOAD	170240752
3.0	PROCARE-SVC-POWER-LOAD	2011012400160
4.0	PROCARE-SVC-POWER-LOAD	2103012700054
4.0	PROCARE-SVC-POWER-LOAD	2102012700046
4.0	PROCARE-SVC-POWER-LOAD	2103012700007
5.0	PROCARE-SVC-POWERPRO	2206003500412
5.0	PROCARE-SVC-POWERPRO	2206003500413
5.0	PROCARE-SVC-POWERPRO	2206003500414
5.0	PROCARE-SVC-POWERPRO	2012003500262
5.0	PROCARE-SVC-POWERPRO	2003003500546
5.0	PROCARE-SVC-POWERPRO	2003003500547
5.0	PROCARE-SVC-POWERPRO	2003003500548
5.0	PROCARE-SVC-POWERPRO	1906003500770
5.0	PROCARE-SVC-POWERPRO	1906003500771

5.0	PROCARE-SVC-POWERPRO	1906003500772
5.0	PROCARE-SVC-POWERPRO	1906003500773
5.0	PROCARE-SVC-POWERPRO	180539801
5.0	PROCARE-SVC-POWERPRO	180539802
5.0	PROCARE-SVC-POWERPRO	180539803
5.0	PROCARE-SVC-POWERPRO	180539804
5.0	PROCARE-SVC-POWERPRO	180539805
5.0	PROCARE-SVC-POWERPRO	170839300
5.0	PROCARE-SVC-POWERPRO	170740386
5.0	PROCARE-SVC-POWERPRO	170839130
5.0	PROCARE-SVC-POWERPRO	170839131
5.0	PROCARE-SVC-POWERPRO	170839132
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48429063
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298144
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298148
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298177
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298195
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298217
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298267
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298269
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298326
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298328
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298349
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298422
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298433
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298451
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298452
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298478
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298513
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298529
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298570
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298574
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298599
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298602
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298630
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298635
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298649
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298683
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298686
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298694
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298704
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48298705
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	48299214
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	50301995
7.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521T012
8.0	PROCARE-SVC-AED-FIELD-REPAIR	50218370
8.0	PROCARE-SVC-AED-FIELD-REPAIR	50297932

Stryker®

Purchase Order Form

Account Manager _____ Purchase Order Date _____

Cell Phone _____ Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Street Address	
City, ST ZIP	
Phone	

Authorized Customer Initials _____ Authorized Customer Initials _____

Description	QTY	TOTAL
REFERENCE QUOTE _____	_____	_____

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** _____

***Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote**

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
    - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
    - Stryker will continue to offer contractual service on a yearly basis only
    - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
    - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any prepaid service will be provided should a unit become non-serviceable due to part availability It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

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:
2024-1240510

Date Filed:
11/19/2024

Date Acknowledged:

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

Stryker Sales, LLC
Portage , MI 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.

136266
EMS 2yr Stryker ProCare Renewal

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 Cody Matthews, 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 Williamson County, State of Texas, on the 20 day of November, 2024.
(month) (year)

Cody Matthews

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:
2024-1240510

Date Filed:
11/19/2024

Date Acknowledged:
12/04/2024

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

Stryker Sales, LLC
Portage , MI United States

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

Wiliamson 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.

136266
EMS 2yr Stryker ProCare Renewal

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 **48.**

Meeting Date: 12/10/2024

Texas Bar Foundation

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 the Grants Management form and request of County Court at Law #2 to apply for a Texas Bar Foundation grant to support the specialty treatment court Misdemeanor DWI/Drug Court.

Background

The Williamson County DWI/Drug Court Program (DDCP) is requesting funding through the Texas Bar Foundation Grant Program for enhancement of services offered in the DDCP. The grant request would continue covering the costs of substance use monitoring for participants in the program and the cost of software used for assessments and our data information management software. CCL2 will continue its mission to enhance public safety by providing supervision and treatment to offenders through a judicially supervised, therapeutic Court that ensures accountability and recovery.

The amount requested in the grant is $31,791. There is no match required for this local grant from the Texas Bar Foundation, which is a private foundation.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grants Management Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:27 PM
Form Started By: Pierce Kathy		Started On: 11/26/2024 03:11 PM
Final Approval Date: 12/02/2024		

Grant Title/Project Name:	Texas Bar Foundation - Misdemeanor DWI/ Drug Court
Department:	County Court at Law #2
Requestor:	Tanya Kunz
Contact Email:	tanya.kunz@wilco.org
Contact Phone Number:	tanya.kunz@wilco.org
Start Date:	6/1/2025
End Date:	5/31/2026
Please select request category:	Specialty Treatment Court Support
Describe the purpose of the grant in detail to include all requirements.	The Williamson County DWI/Drug Court Program (DDCP) is requesting funding through the Texas Bar Foundation Grant Program for enhancement of services offered in the DDCP. The grant request would continue covering the costs of substance use monitoring for participants in the program and the cost of software used for assessments and our data information management software. CCL2 will continue its mission to enhance public safety by providing supervision and treatment to offenders through a judicially supervised, therapeutic Court that ensures accountability and recovery. The Texas Bar Foundation solicits charitable contributions and provides funding to enhance the rule of law and the system of justice in Texas, especially for programs that relate to the administration of justice; ethics in the legal profession; legal assistance for the needy; the encouragement of legal research, publications and forums; and the education of the public. After a grant is awarded, every grantee must create and send a press release about the grant, a 6-month progress report and a final report that must include financial information detailing how the grant funds were spent to the Texas Bar Foundation by due dates set by the Foundation after the grant is awarded. Required Information: Applicants must provide: • a detailed budget for the project; • a list of the organization's board members and contact information; • a staff chart with staff names and contact information; • an audited statement of activities or comparable unaudited profit and loss statement and an audited statement of financial position or comparable unaudited balance sheet; • proof of Section 501(c)(3) charitable status from the United States Internal Revenue Service, Section 501(c)(6) status from the United States Internal Revenue Service, or a determination letter stating governmental status, including a 147-C letter;
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$31,791.00

Please provide a breakdown of the total cost above.	**Professional Services- $27,516.00** • $14,440.00 will Provide SCRAM • $980.00 will Provide Drug Patches • $12,096.00 will Provide Ignition Interlock and Portable Alcohol Monitoring services to Participants **Software $4,275.00** • $2800.00- AIMS data base provides archiving of clients records and demographic record keeping • $1475.00- DUI RANT assessment software provides information on applicants and assists in determining if the program is appropriate for the individual.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	

Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	

What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	N/A
How is this item request different from any similar assets currently in the County and/or region?	N/A

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	N/A
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	N/A
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	N/A
What is the useful life of the item?	N/A
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	N/A
How will this item be funded when the grant ends?	The grant is specifically designed to support the enhancement of the specialty treatment court. If grant funding is not awarded in the future, the DDCP may not be able to sustain itself without funding from the Commissioners Court.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	none

Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	N/A
What is the impact of this grant application on other internal/county departments?	By granting the funding request it would allow for funds to assist in the reduction of recidivism and continue providing enhanced services to treatment courts.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	Since the DDCP was established in 2006, the Court has continued to address the number of DWI and drug arrests in the community to help reduce recidivism for those offenders who are identified as High Risk/High Need, Low Risk/High Need, and who are placed on community supervision for DWI/ drug offenses. Williamson County is one of the fastest growing counties in Texas, with a 10.2% increase in population growth since the 2020 Census. In 2023, the Williamson County arrest records show 2,625 arrests for misdemeanor DWI or Drug offenses. Data from the 2023 Department of Transportation crash records include a reported 389 alcohol related crashes for the year with injuries occurring in Williamson County. Thus, a broader scope of treatment options for offenders and their families is needed. The new treatment services would follow Key Component #4 of Adult Drug Courts in providing access to a continuum of alcohol, drug, mental health, and other related treatment services. The DDCP currently has 20 active participant and 22 pending applicants who are in the process of being assessed and screened for potential entrance into the program.
ID	120
Version	11.0
Attachments	False
Created	12/27/2023 9:17 AM

Created By	Tanya Kunz
Modified	11/15/2024 10:03 AM
Modified By	Tanya Kunz

Commissioners Court - Regular Session **49.**

Meeting Date: 12/10/2024

Tender Agreement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Tender & Settlement Agreement between Texas Fifth Wall Roofing Systems, Inc., Continental Casualty Company, and Williamson County, Texas relating to the Contract for Construction dated effective October 24, 2023, for the CJC North Roof Replacement Project.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tender & Settlement Agreement - CJC Roof Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:38 PM
Form Started By: Hal Hawes		Started On: 12/02/2024 03:46 PM
Final Approval Date: 12/02/2024		

TENDER & SETTLEMENT AGREEMENT ("Agreement")

PARTIES:

Owner/Obligee:
Williamson County
710 Main Street, Suite 200
Georgetown, Texas 78626

Contractor:
Texas Fifth Wall Roofing Systems, Inc
3300 Duke Rd.
Austin, TX 78724

Surety:
Continental Casualty Company
151 N. Franklin St.
Chicago, Illinois 60606

The parties above may be referred to herein as "Party" or, collectively, "Parties".
This Agreement shall be effective on the date executed by Williamson County ("Effective Date").

ACKNOWLEDGMENTS:

1. Owner and Contractor entered into a Contract for Construction (the "Prime Contract") effective October 24, 2023 for the CJC North Roof Replacement (the "Project). Surety issued a Statutory Performance Bond No. 30184823 ("Performance Bond") identifying Owner as Obligee with a penal sum of $494,379.00.

2. Contractor commenced performance and disputes arose regarding the quality of the work, as defined in the Prime Contract. Following inspections and evaluation of the Contractor's work, the Owner rejected the Work and required removal and replacement of nonconforming work.

3. Ultimately, the Owner terminated Contractor's right to continued performance on August 21, 2024. The Owner made demand on the Performance Bond to Surety on August 28, 2024.

4. Following said termination and demand, the Owner, Contractor and Surety have engaged in discussions to resolve all disputes and obligations by and between them pursuant to the terms of this Tender and Settlement Agreement.

5. The Owner has obtained a proposal from a replacement contractor for completion of the Project following a public procurement process.

6. The replacement contractor's proposal to complete the Project is $650,715.00.

7. Contractor has obtained insurance proceeds in an amount of $567,506.24 which shall be tendered to Owner.

8. The contract balance as of the date of termination, August 21, 2024, equaled $161,687.34.

9. Owner has incurred expenses to repair damages sidewalk and irrigation in the amounts of $15,305.62 and $562.37, respectively.

10. Owner has incurred expenses for additional architectural design services for the work associated with the solicitation by the County for replacement contractor services in an amount of $11,500.

11. Owner has incurred attorney's fees arising from Contractor's default in an amount of $25,654.50 of which $15,000 will be reimbursed to the Owner pursuant to the terms of this Agreement.

AGREEMENT:

12. Contractor agrees to pay the Owner five hundred sixty-seven thousand, five hundred six dollars and twenty-four cents ($567,506.24) ("Contractor's Payment") within fifteen (15) business days following the Effective Date of this Tender and Settlement Agreement. The County agrees that the Contractor's payment of $567,506.24 is inclusive of, and satisfies and completes the Surety's obligation to tender the penal sum of the Performance Bond.

13. The County agrees that receipt of Contractor's Payment of at least $494,379.00 releases the claim against the Surety on the Performance Bond.

14. The total available funds for the replacement contractor shall be the combined total of the contract balance, identified in item 8, along with the payment from item 12.

15. Following offsets for the expenses detailed in items 9, 10, and 11, the remaining contract funds will be paid by the Owner to the Contractor.

The following table memorializes the monetary component of this Agreement.

Owner Costs:	Replacement Contractor Proposal	($650,715.00)
	Sidewalk Repair	($ 15,503.00)
	Irrigation Repair	($ 562.37)
	Additional Design Fees for rebid	($ 11,500.00)
	Attorneys' Fees	($ 15,000.00)
	Total	($ 693,280.37)
Allocable Funds	Contractor Payment	$567,506.24
	Contract Balance	$161,687.34
	1. Total	$729,193.58

Remaining Funds - $ 35,913.21

16. The total funds remaining after all allowable offsets as shown is $35,943.21 which shall be paid by the Owner to the Contractor within fifteen (15) days following receipt of the item 12 payment.

17. The Owner acknowledges that the receipt of the Contractor Payment and the mutual assent to apply remaining contract funds per this Agreement represents full performance and satisfaction by the Surety pursuant to its obligations under the bond and hereby releases and discharges Performance Bond No. 30184823.

18. The Owner acknowledges that the receipt of the Contractor Payment and the mutual assent to apply remaining contract funds per this Agreement represents full satisfaction by the Contractor of the disputed claim, including any and all duties owed to Owner by Contractor, including any obligations of any additional insured or subcontractor.

19. The Owner, Contractor and Surety agree to the following mutual release:

    Upon the Effective Date of this Agreement, the Owner expressly releases, acquits, and forever discharges the Contractor and Surety, their successors, assigns and insurers from any and all claims, rights, demands and causes of action which the Owner has or may ever claim to have against the Contractor and/or Surety, whether known or unknown, arising by or through the Prime Contract and Performance Bond, including claims for liquidated damages, indemnity, attorneys fees, costs or other expenses.

    Upon the Effective Date of this Agreement, the Contractor and Surety expressly release, acquit, and forever discharge the Owner, its successors, assigns and insurers from any and all claims, rights, demands and causes of action which the Contractor and Surety has or may ever claim to have against the Owner, whether known or unknown, arising by or through the Prime Contract and Performance Bond.

20. The Parties, together with their respective attorneys, participated in the drafting and preparation of this Agreement. Therefore, the Agreement shall not be construed in favor of or against any Party on the basis that such party did or did not draft this Agreement or any attachment to it. If any covenant, term, or condition of this Agreement is illegal, invalid, or unenforceable for any reason, the illegality, invalidity, or unenforceability shall not affect the legality, validity, or enforceability of the remaining terms, covenants, conditions, or provisions of this Agreement.

21. The Parties agree that this Agreement is not an admission of liability by any Party but is rather a compromise of disputed liability, the express purpose of which is to settle existing claims, preclude any additional claims and avoid the uncertainties and costs of litigation.

22. The Parties hereto warrant that they are authorized to execute this Agreement on behalf of their respective entities.

23. The Parties hereby stipulate and agree that if it becomes necessary for either Party to file any action in connection with this Agreement including, without limitation, to enforce any breach of this Agreement, that such action shall be brought in Williamson County, Texas.

24. This Agreement shall be governed by and controlled by the laws of the State of Texas, without giving effect to the principles of conflict of laws of that state. The Parties expressly waive any right to a trial by jury.

25. This Agreement may be executed in counterparts each of which shall be deemed an original.

Signed by Texas Fifth Wall Roofing Systems, Inc. on the 25th day of November, 2024.

Williamson County

By: _____

Name: _____

Title: _____

Continental Casualty Company

By: _____

Name: _____

Title: _____

Texas Fifth Wall Roofing Systems, Inc.

By: s/*William D. Smith, Jr.*/

Name: William D. Smith, Jr.

Title: President and CEO

24. This Agreement shall be governed by and controlled by the laws of the State of Texas, without giving effect to the principles of conflict of laws of that state. The Parties expressly waive any right to a trial by jury.

25. This Agreement may be executed in counterparts each of which shall be deemed an original.

Signed by Williamson County on the ___ day of November, 2024.

Williamson County

By: _____

Name: _____

Title: _____

Continental Casualty Company

By: Mark S McKibbin

Name: Mark S McKibbin

Title: Authorized Representative

Texas Fifth Wall Roofing Systems, Inc.

By: _____

Name: _____

Title: _____

Commissioners Court - Regular Session **50.**

Meeting Date: 12/10/2024

Award of RFCSP #24RFCSP68 CJC North Roof Replacement to RYCARS, LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFCSP #24RFCSP68 CJC North Roof Replacement to RYCARS Construction, LLC, in the maximum amount payable of Six Hundred Fifty Thousand, Seven Hundred Fifteen Dollars ($650,715.00) and authorize execution of the agreement. The funding source is P615.

Background

Williamson County sent out over eleven thousand seven hundred (11,700) notifications with one hundred and thirty-four (134) document takers and eight (8) submittals. The evaluation committee found RYCARS Construction, LLC to be the best-suited candidate to reconfigure run-off for downspouts on the east side of the building, re-roof twenty-four thousand (24,000) sf of the north section, and repair incidental property damage to façade masonry, sidewalks, etc. It is the recommendation of the evaluation committee to award the Central Justice Center North Roof Replacement project located at 405 MLK Street, Georgetown, TX, to RYCARS Construction, LLC. The funding source is P615 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract for Construction RYCARS

Evaluation Scoresheet (1) Purch Sig_Redacted

Recommendation Letter_RYCARS

Form 1295 RYCARS Construction, LLC complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 02:52 PM
County Judge Exec Asst.	Delia Colon	12/04/2024 03:10 PM
Form Started By: Johnny Grimaldo		Started On: 11/18/2024 01:07 PM
Final Approval Date: 12/04/2024		

CONTRACT FOR CONSTRUCTION

PROJECT:	**CJC North Roof Replacement**	("Project")
GENERAL CONTRACTOR:	**RYCARS Construction, LLC.** Ryan E. Burks, Operations Manager 600 Congress Ave., 14th Floor Austin, TX 78701	("GC")
ARCHITECT & ENGINEER:	**Reliance Architecture, LLC.**("A/E") Antonio Naylor, AIA, ALEP, Principal Architect 12 Chisholm Trail Rd., Suite 200 Round Rock, TX 78681	
COUNTY'S DESIGNATED REPRESENTATIVE:	**Williamson County Facilities Management** Attn: Director of Facilities 3101 SE Inner Loop Georgetown, Texas 78626	

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

R E C I T A L S

WHEREAS, County desires to retain a GC for the **Justice Center North Roof Replacement** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Specifications and Drawings for the Project and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

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

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

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

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

2.3 GENERAL CONDITIONS

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

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

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

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Ninety (90) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

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

3.2.1
Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Seven Hundred Fifty Dollars ($ 750) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

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

3.2.3
Notwithstanding anything to the contrary in this Contract, if County is unable to recover

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

ARTICLE 4
GC REPRESENTATIONS

4.1
In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1
GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2
GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **Six Hundred Fifty Thousand Seven Hundred Fifteen Dollars ($650,715.00)**.

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

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

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

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

ARTICLE 6
PROJECT TEAM

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

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

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

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

RYCARS Construction, LLC.
Ryan E. Burks, Operations Manager
600 Congress Ave., 14th Floor
Austin, TX 78701

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

ARTICLE 7
NOTICE

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

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

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

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

GC: RYCARS Construction, LLC
600 Congress Ave., 14th Floor
Austin, TX 78701

Attention: Ryan E. Burks
Operations Manager

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

ARTICLE 8
DISPUTE RESOLUTION

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

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

9.4 ASSIGNMENT

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

9.5 OTHER PROVISIONS

9.5.1

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

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

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

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

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

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

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

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1

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

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

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

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

GC:
RYCARS Construction, LLC

By: _____
Signature

Ryan E. Burks
Printed Name

President
Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Attach Construction Documents below:

Williamson County
CJC Re-Roof - Construction Documents

Reliance Architecture, LLC
1306 Berrington Dr
Austin, Texas 78753
Ph (512) 758-7160

SYMBOL LEGEND:

- DETAIL TAG
- EXTERIOR ELEVATION TAG
- SECTION TAG
- INTERIOR ELEVATION TAG
- PARTITION TYPE TAG
  RE: PARTITION SCHEDULE, A7.06
- DOOR TAG
  RE: DOOR SCHEDULE
- COLUMN LINE
- WINDOW TYPE
  RE: WINDOW TYPE SCHEDULE
- MATCH LINE
- ENLARGE PLAN / DETAIL TAG
- ROOM TAG
- ELEVATION INDICATOR
- MARKERBOARD (MB), TACK BOARD (TB), TACK STRIP (TS), TACKABLE WALL SURFACE (TWS)

PROJECT LOCATION:

405 MLK st, Georgetown, TX

PROJECT IMAGES:

PROJECT NOTES:

GENERAL PROJECT NOTES:

1. CONTRACTOR SHALL PROVIDE ALL SAFETY PROTECTION ITEMS AS REQUIRED BY OSHA AND TEXAS STATUTES, AS PART OF THEIR BID.
2. REFER TO SHEET A0.01 FOR CODE SUMMARY AND APPLICABLE CODE INFORMATION
3. REFER TO SHEET A0.02 FOR UL FIRE RESISTANCE CONSTRUCTIO
4. REFER TO SHEET A0.03 FOR TDLR ELIMINATION OF ARCHITECTURAL BARRIERS
5. REFER TO SHEET A0.04 FOR ARCHITECTURAL GENERAL NOTES

SHEET INDEX:

GENERAL

A0.00 COVER SHEET
A0.01 CODE SUMMARY
A0.03 ELIMINATION OF ARCHITECTURAL BARRIERS
A0.04 ARCHITECTURAL GENERAL NOTES

ARCHITECTURAL

A2.00 SUMMARY OF WORK

ROOFING

R-0.0 COVER
R-1.0 GENERAL NOTES AND SCOPE OF WORK
R-2.0 SECTION A - EAST ROOF PLAN
R2.2 SOUTH STONE COPING
R-3.0 DETAILS
R-3.1 DETAILS
R-3.2 DETAILS
R-3.3 DETAILS

RESPONSIBLE A/E NAME
DATE ISSUED
100 % DELIVERABLE
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

Williamson County
CJC Re-Roof
Georgetown, Texas

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Revision:

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Rob Hernandez
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Project Number: 2206.3
Date: 09/27/2022
Sheet Number

COVER SHEET A0.00

CJC Re-Roof

Remodel 25,227 SF

2015 IBC
TYPE IIB, GROUP A-3, 1 STORY (107,10) WITH SPRINKLER

MAX ALLOWABLE FIRE AREA, TYPE IIB	=	45,900SF / 2
IBC 506 SPRINKLER (14,500 X 200%)	=	135,900SF
IBC 506 FRONTAGE (14,500 X 1.5)	=	67,900SF
PERMITTED FIRE AREA	=	202,900SF
AREA OF NEW CONSTRUCTION	=	25,227SF
UNDER ALLOWABLE FIRE AREA	=	177,273SF

NO FIRE WALLS REQUIRED

STRUCTURAL FRAME	0 HR
BEARING WALLS	0 HR
NONBEARING WALLS	0 HR
FLOOR CONSTRUCTION	0 HR
ROOF CONSTRUCTION	0 HR
CORRIDORS >30 OCCUPANTS	0 HR
SHAFT ENCLOSURES	
ELEVATOR (NO WORK)	N/A
STAIRS (NO WORK)	N/A
FIRE WALLS	
PER TABLE 705.4(a)	N/A

INCIDENTAL USE REQUIREMENTS SEE TABLE 302.1.1 FOR RATINGS
INCIDENTAL ACCESSORY OCCUPANCIES SEE TABLE 509.1.2)
LABORATORIES AND VOCATIONAL SHOPS NOT CLASSIFIED AS GROUP H LOCATED IN A GROUP B OR S-2 OCCUPANCY: 1 HOUR OR PROVIDE AUTOMATIC FIRE-EXTINGUISHING SYSTEM

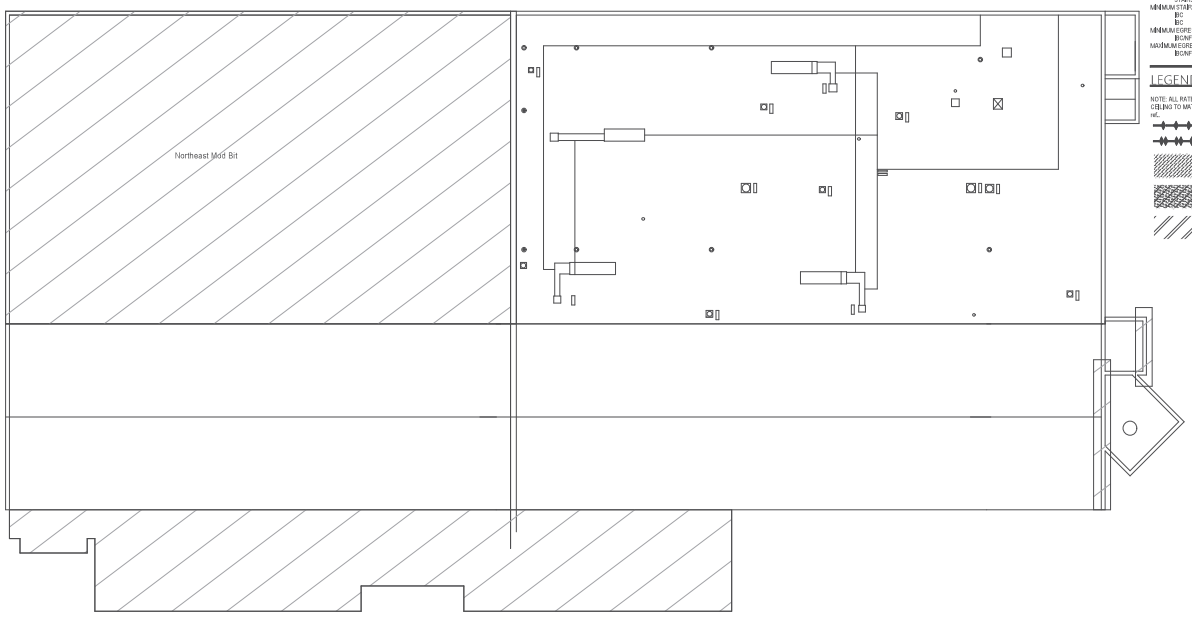
TABLE (803.9)	EXIT ENCLOSURES	EXIT PASSAGEWAYS	CORRIDORS	ROOMS ENCLOSED
SPACES				
SPRINKLERED	B		C	C
UNSPRINKLERED	A		B	C

STAGE OR PLATFORM Y/N (1 HR)
LABORATORIES Y/N (1 HR)
LAUNDRY GREATER THAN 100 SF Y/N (1 HR)
HAZARDOUS MATERIALS STORAGE Y/N (2 HR)
ELEVATOR SHAFT Y/N (1 HR)
VOCATIONAL SHOP Y/N (1 HR)
BOILER ROOM IF OVER 15 PSI & 10HP Y/N (1 HR)

MISCELLANEOUS EGRESS REQUIREMENTS

OPERABLE WINDOWS REQUIRED (LIFE SAFETY OR IBC) Y/N
ELEC. ROOM DOOR SWING OUT Y/N

DEFERRED SUBMITTAL(S): FIRE ALARM SUBMITTAL
*DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THE DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING



1 ROOF PLAN
SCALE: 1/16" = 1'-0"

CODE INFORMATION

CODES

LOCAL:	CITY OF GEORGETOWN
BUILDING:	IBC 2015
FIRE:	IFC 2015
MECHANICAL:	IMC 2015
PLUMBING:	IPC 2015
ELECTRICAL:	NEC 2017
ACCESSIBILITY:	TAS 2015
ELEVATOR:	N/A

SUMMARY

CONSTRUCTION:	TYPE IIB	
OCCUPANCY:	GROUP A-3	
FIRE CONTROL:	SPRINKLERED	
ALLOWABLE HEIGHT	2	
ALLOWABLE AREA	14,500	
MIN INTERIOR FINISH CLASS	CLASS	FLAME SPREAD
ENCLOSED VERTICAL EXITWAYS	II	75
CORRIDORS/HORIZONTAL EXITWAYS	III	200
ELSEWHERE	III	200
FOAM PLASTIC INSULATION	II	75
ALL OTHER INSULATION	I	25

NOTE: THE SMOKE DENSITY OF ALL MATERIALS WILL NOT EXCEED 450. TEXTILES ON WALLS OR CEILINGS SHALL BE CLASS I

MAXIMUM TRAVEL DISTANCE TO EXIT	
UNSPRINKLERED	200'
SPRINKLERED	250'
MINIMUM CORRIDOR WIDTH	
IBC	44"
IBC <48	36"
EGRESS WIDTH PER PERSON	
LEVEL	0.2"
STAIRS	0.3"
MINIMUM STAIR/RAMP WIDTH	
IBC	44"
IBC <48	36"
MINIMUM EGRESS DOOR WIDTH	
IBC/NFPA	32"
MAXIMUM EGRESS DOOR WIDTH	
IBC/NFPA	48"

LEGEND

NOTE: ALL RATED WALLS ARE TO EXTEND TO UNDERSIDE OF ROOF UNLESS CAPPED BY FIRE RATED CEILING TO MATCH FIRE RESISTANCE. REFER TO FLOOR PLANS AND SHEET #Layout(Sheet) FOR #Layout Name ##.

- 1HR RATED WALL CONSTRUCTION - UL#U423
- 2HR RATED WALL CONSTRUCTION - UL#U423 OR U906
- 1HR RATED FLOOR CONSTRUCTION - UL#L527
- 1HR RATED CEILING CONSTRUCTION - UL#P516 OR G528
- 1HR RATED CEILING CONSTRUCTION - UL#U423 NOTE: REFER TO IBC 708.4, EXCEPTION 3

FIRE EXTINGUISHER CABINET, RE: 10/A7.00, 75' TRAVEL RADIUS INDICATED.

Reliance Architecture, LLC
1306 Barrington Dr.
Austin, Texas 78753
Ph (512) 758-0160

RESPONSIBLE AIA NAME
DATE ISSUED

100 % DELIVERABLE

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

Williamson County
CJC Re-Roof
Georgetown, Texas

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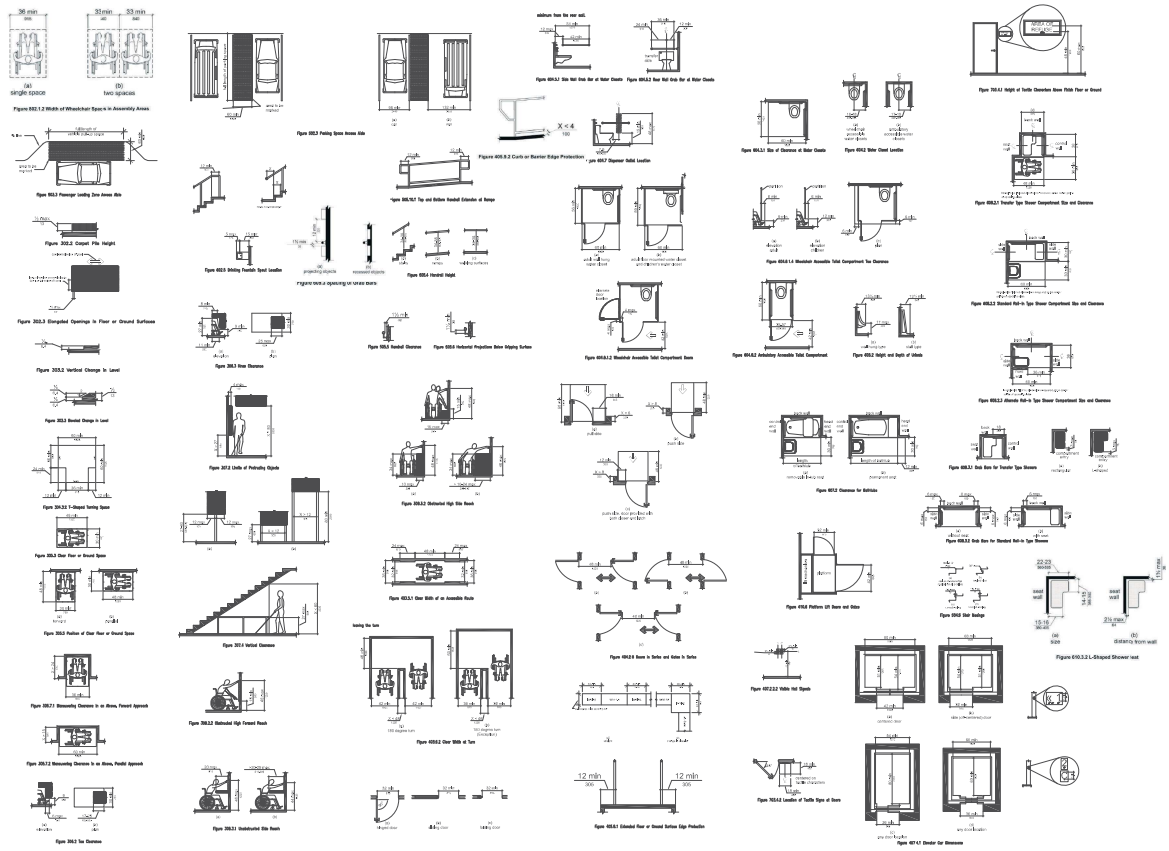
Revision:

Project Number
2206.3

Date:
09/27/2022

Sheet Number
CODE SUMMARY A0.01


36 min
33 min
33 min
(a) single space
(b) two spaces
Figure 802.1.2 Width of Wheelchair Space in Assembly Areas
Figure 302.2 Carpet Pile Height
Figure 302.3 Elongated Openings in Floor or Ground Surfaces
Figure 303.2 Beveled Change in Level
Figure 304.3.2 T-Shaped Turning Space
Figure 305.3 Clear Floor or Ground Space
Figure 305.5 Position of Clear Floor or Ground Space
Figure 305.7.1 Maneuvering Clearance in an Alcove, Forward Approach
Figure 305.7.2 Maneuvering Clearance in an Alcove, Parallel Approach
Figure 306.3 Toe Clearance
Figure 307.3 Limits of Protruding Objects
Figure 307.4 Vertical Clearance
Figure 308.3.2 Obstructed High Forward Reach
Figure 308.3.1 Unobstructed Side Reach
Figure 309.3 Operable Parts
Figure 402.5.1 Clear Width of an Accessible Route
Figure 403.5.1 Clear Width and Passing Space at Inside Turn
Figure 405.2 Slope
Figure 405.3 Changes in Level
Figure 405.5 Clearance
Figure 405.7.1 Top and Bottom Handrail Extension at Ramp
Figure 405.8 Handrail Height
Figure 406.3 Handrail Clearance
Figure 406.4 Horizontal Projection Below Sloping Surface
Figure 406.5.1 Curb or Barrier Edge Protection
Figure 407.4.1 Extended Floor or Ground Surface Edge Protection
Figure 407.4.3 Size and Clearance at Water Closets
Figure 407.4.3 Rear Wall Grab Bar at Water Closets
Figure 407.4.7 Water Closet Location
Figure 407.4.8.1.4 Wheelchair Accessible Toilet Compartment Size
Figure 407.4.8.2 Ambulatory Accessible Toilet Compartment
Figure 407.5.2 Height and Depth of Urinals
Figure 408.3.1 Size and Clearance for Bathtubs
Figure 408.3.2 Grab Bars for Standard Roll-in Type Showers
Figure 408.3.3 Shower Seat
Figure 408.4 Controls, Dispensers, Receptacles and Other Equipment
Figure 409.4 Toilet Paper Dispenser
Figure 410.3.2 L-Shaped Shower Seat
Figure 410.4 Water Closet Compartment
Figure 411.3.1 Size and Clearance for Toilet Compartment Doors
Figure 412.2.1 Size and Clearance for Toilet Compartment Doors
Figure 412.5 Urinal Shields
Figure 413.2 Water Closet Compartment
Figure 413.3 Size and Clearance for Toilet Compartment Doors
Figure 414.2.1 Size and Clearance for Toilet Compartment Doors
Figure 415.2 Water Closet Compartment
Figure 416.2 Size and Clearance for Toilet Compartment Doors
Figure 417.2.1 Size and Clearance for Toilet Compartment Doors
Figure 418.2 Water Closet Compartment
Figure 419.2.1 Size and Clearance for Toilet Compartment Doors
Figure 420.2 Water Closet Compartment
Figure 421.2.1 Size and Clearance for Toilet Compartment Doors
Figure 422.2 Water Closet Compartment
Figure

ARCHITECTURAL GENERAL NOTES:

1. THE FOLLOWING NOTES APPLY TO ALL ARCHITECTURAL DRAWINGS. FOR NOTES APPLICABLE TO ALL DRAWINGS OF ALL DISCIPLINES, REFER TO THE PROJECT MANUAL AND DRAWINGS IN THEIR ENTIRETY FOR FURTHER INFORMATION.
2. ALL PARTS OF THE WORK – INCLUDING MATERIALS, METHODS, ASSEMBLIES, ETC – MUST COMPLY WITH THE MINIMUM REQUIREMENTS OF THE GOVERNING REGULATIONS OF ALL FEDERAL, STATE, DISTRICT AND LOCAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT AS WELL AS THOSE GREATER REQUIREMENTS INDICATED BY THE CONTRACT DOCUMENTS. NO PART OF THE CONTRACT DOCUMENTS MAY BE CONSTRUED TO REQUIRE OR PERMIT WORK CONTRARY TO A GOVERNING REGULATION.
3. THE ARCHITECTURAL DRAWINGS ARE PART OF MORE ENCOMPASSING SET OF DOCUMENTS THAT CONSIST OF ALL DRAWINGS IN THE INDEX OF DRAWINGS ON COVER SHEET. THE WORK DESCRIBED ON DRAWINGS OF ANY ONE DISCIPLINE MAY BE AFFECTED BY THE WORK DESCRIBED ON DRAWINGS OF ANOTHER DISCIPLINE AND MAY REQUIRE REFERENCE TO THE DRAWINGS OF ANOTHER DISCIPLINE. PARTIAL SETS OF DRAWINGS ARE INCOMPLETE AND SHOULD NOT BE DISTRIBUTED OR UTILIZED BY ANY CONTRACTOR OR SUB-CONTRACTOR ON THE JOB. ANY PARTY FOUND TO BE WORKING FROM A PARTIAL SET OF DOCUMENTS SHOULD BE DISMISSED FROM THE CONSTRUCTION SITE UNTIL A FULL SET OF DOCUMENTS ARE OBTAINED AND GENERAL CONTRACTOR CONSTRUCTION MANAGER SHALL REVIEW ALL WORK DONE TO DATE FOR CONFORMANCE WITH CONTRACT DOCUMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR CONSTRUCTION MANAGER TO REVIEW AND COORDINATE THE WORK WITH ALL SUB-CONTRACTORS, TRADES AND SUPPLIERS WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS PRIOR TO COMMENCING CONSTRUCTION AND TO ASSURE ALL PARTIES ARE AWARE OF ALL REQUIREMENTS, REGARDLESS OF WHERE THE REQUIREMENTS OCCUR IN THE CONTRACT DOCUMENTS, WHICH MIGHT AFFECT THE WORK OF THAT PARTY.
4. AS PART OF THE CONTRACTOR'S OR CONSTRUCTION MANAGER'S RESPONSIBILITY, THEY ARE TO UNDERSTAND THE CONTRACT DOCUMENTS AND COORDINATE THE WORK OF ALL SUB-CONTRACTORS, TRADES AND SUPPLIERS AS REQUIRED TO MEET THE CONTRACT OBLIGATIONS FOR THE PROJECT. THE CONTRACTOR OR CONSTRUCTION MANAGER SHALL ENDEAVOR TO IDENTIFY AND NOTIFY, IN WRITING, THE ARCHITECT/DESIGN TEAM OF ANY CONFLICTS BETWEEN THE WORK OF DIFFERENT PARTIES AT THE EARLIEST POSSIBLE DATE SO AS TO ALLOW REASONABLE AND ADEQUATE TIME FOR THE CONFLICT TO BE RESOLVED WITHOUT DELAYING THE WORK. ALL DEVIATION FROM THAT WHICH IS REQUIRED BY THE CONTRACT DOCUMENTS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT.
5. THE ARCHITECTURAL DRAWINGS SHALL ESTABLISH AND COORDINATE THE FINISHED APPEARANCE AND LOCATION OF ALL EXPOSED ELEMENTS OF THE WORK FOR ALL TRADES, INCLUDING THAT WHICH WHICH IS ILLUSTRATED PRIMARILY ON DRAWINGS OF OTHER DISCIPLINES. LOCATIONS SHOWN ON OTHER DISCIPLINE'S DRAWINGS ARE SCHEMATIC AND REQUIRE COORDINATION WITH ARCHITECTURAL DRAWINGS. THE ARCHITECTURAL DRAWINGS SHALL TAKE PRECEDENCE FOR THE FINISHED APPEARANCE AND EXACT LOCATION OF ALL PARTS OF THE WORK. IF THE EXACT LOCATION IS NOT GIVEN IN ARCHITECTURAL THEN A REQUEST FOR INFORMATION SHALL FOLLOW TO VERIFY EXACT LOCATION. **EXCEPTIONS**: DIMENSIONED LOCATION SHOWN ON DRAWINGS OF OTHER DISCIPLINES SHALL GOVERN ONLY WHERE, A SPECIFICALLY AND INDIVIDUALLY INDICATED BY SYMBOL, KEYED NOTE OR NOTATION ON THE ARCHITECTURAL DRAWINGS. **B.** OCCURRING WITHIN A ROOM OR OTHER IDENTIFIED SPACE FOR WHICH ARCHITECTURAL SHEET OR SCHEDULE NOTES INDICATE THAT DIMENSIONS PROVIDED ELSEWHERE SHALL GOVERN.
6. THE ARCHITECTURAL FLOOR PLANS, REFLECTED CEILING PLANS, SECTION AND ELEVATIONS ILLUSTRATE THE EXACT LOCATION OF MANY, BUT NOT ALL, EXPOSED PARTS OF THE WORK. APPLY THE RULES INDICATED FOR MOUNTING HEIGHTS BELOW.
7. REFER TO STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND CIVIL DRAWINGS FOR THE DETAILS OF DESIGN FOR THOSE DISCIPLINES OF WHICH A PORTION OF THE WORK MAY BE SHOWN ON THE ARCHITECTURAL DRAWINGS. CONTRACTOR SHALL VERIFY AND CORRELATE ALL DIMENSIONS ON THE JOB SITE. USE DIMENSIONS INDICATED; DO NOT SCALE DIMENSIONS ON DRAWINGS.
8. ANY WORK THAT INVOLVES CUTTING OR DAMAGE TO EXISTING CONDITIONS SHALL BE REPAIRED TO MATCH EXISTING.
9. ALL REFERENCES TO CONTRACTOR IN THE FOLLOWING NOTES SHALL REFERENCE THE INVOLVED PARTY BEING GENERAL CONTRACTOR, CONSTRUCTION MANAGER AND/OR SUBCONTRACTOR AND THEIR SUBCONTRACTORS.
10. ALL REFERENCES TO OWNER SHALL REFERENCE THE OWNER OR THE OWNER'S APPOINTED AGENT.
11. THE CONTRACTOR SHALL SUBMIT A WORK PLAN FOR ALL SCOPES OF WORK FOR OWNER AND ARCHITECT APPROVAL, INCLUDING BUT NOT LIMITED TO COMMUNICATION, SAFETY, RISK, CHANGE, CLOSE-OUT AND QUALITY MANAGEMENT PLAN.
12. CONTRACTOR SHALL COORDINATE NUMBERING OF ALL BUILDING SYSTEMS –INCLUDING BUT NOT LIMITED TO FIRE ALARM, PUBLIC ADDRESS, TECHNOLOGY.
13. PHONE – WITH ROOM SIGNAGE NUMBERING SYSTEM AS APPROVED BY THE OWNER. THE NUMBERING SYSTEM AS PER THE CONTRACT DOCUMENTS IS FOR REFERENCE ONLY AND MAY NOT REPRESENT THE FINAL NUMBERING SCHEME AS APPROVED BY THE OWNER. CONTRACTOR SHALL VERIFY FINAL NUMBERING SCHEME WITH THE OWNER.

DEFINITIONS & TERMINOLOGY:

1. "TYPICAL" ("TYP."): UNLESS NOTED OTHERWISE, MEANS IDENTICAL FOR ALL CONDITIONS, WHICH MATCH ORIGINAL CONDITION FIRST ENCOUNTERED.
2. "SIMILAR" ("SIM."): MEANS COMPARABLE CHARACTERISTICS FOR THE CONDITIONS NOTED. VERIFY DIMENSIONS AND ORIENTATION OF COMPONENTS SHALL BE IN LINE WITH TYPICAL OR SIMILAR CONDITION INDICATED.
3. "OPPOSITE HAND" ("O.H."): MEANS CONDITION IS MIRROR IMAGE OF DETAILED REFERENCED.
4. "ALIGN": MEANS ALIGNMENT OF SIMILAR COMPONENTS OF CONSTRUCTION (WALLS, JAMBS, ETC.), WHICH ARE ADJACENT OR THE COMPONENTS SHALL BE IN LINE WITH EACH OTHER ACROSS VOIDS. DIMENSIONS ARE NOT ADJUSTABLE UNLESS NOTED WITH PLUS/MINUS TOLERANCE.
5. "CLR.": MEANS "CLEAR"
6. "C.O.P.": MEANS "CUT TO FIT"
7. "U.N.O.": MEANS "UNLESS NOTED OTHERWISE"
8. "O.F.O.I.": MEANS "OWNER PROVIDED, OWNER INSTALLED"
9. "O.F.C.I.": MEANS "OWNER PROVIDED, CONTRACTOR INSTALLED"
10. "C.F.O.I.": MEANS "CONTRACTOR PROVIDED, OWNER INSTALLED"
11. "C.F.C.I.": MEANS "CONTRACTOR PROVIDED, CONTRACTOR INSTALLED"

SITE NOTES:

1. RESTORE VEGETATION ON SITE TO EXISTING LANDSCAPE AREAS AND EXPOSED EARTHWORK DISTURBED/EXPOSED DUE TO CONSTRUCTION.
2. THE CONTRACTOR'S USE OF THE PREMISES SHALL COMPLY WITH THE CONTRACT DOCUMENTS.
3. ADDITIONAL OR ALTERNATIVE STAGING AREAS MAY BE ARRANGED THROUGH COORDINATION WITH OWNER AND ARCHITECT PRIOR TO CONTRACTOR MOBILIZATION.
4. CONTRACTORS' AND CONSTRUCTION MATERIALS SHALL BE DELIVERED AT ENTRY DETERMINED IN PRE-CONSTRUCTION MEETING.
5. APPROXIMATE LOCATION OF STAGING AREA WITH CONSTRUCTION DUMPSTER IS SHOWN. VERIFY THAT THE STAGING AREA IS FREE OF CONSTRUCTION OBSTACLES AND SITE UTILITIES. IF NOT SHOWN, COORDINATE WITH OWNER PRIOR TO COMMENCEMENT OF WORK.
6. IF CONTRACTOR STAGING AREA DOES NOT REQUIRE FENCING, THE CONTRACTOR SHALL STILL PROVIDE SIGNAGE, TAPE BARRICADE AND/OR WARNING LIGHTS AS REQUIRED TO DESIGNATE THESE AREAS. PROVIDE FOR PUBLIC SAFETY AT ALL TIMES ON CONSTRUCTION SITE.
7. COORDINATE WITH OWNER FOR SPECIAL PERMITS REQUIRED FOR ANY OBSTRUCTIONS OR TEMPORARY BLOCKAGE OF DRIVEWAYS OR PARKING AREAS AS REQUIRED DURING CONSTRUCTION TO ACCOMPLISH WORK.
8. COORDINATE WITH OWNER AND ARCHITECT NUMBER AND LOCATION OF LIMITED PARKING SPACES ADJACENT TO CONSTRUCTION SITE. LOCATE CONTRACTORS FIELD OFFICE AND STORAGE TRAILERS WITHIN FENCED AREA. FENCING TO BE PROVIDED, MAINTAINED AND SECURED BY CONTRACTOR AS SPECIFIED.
9. A SINGLE LEVEL ACCESSIBLE ROUTE, SLOPING LESS THAN 5% WITH A CROSS SLOPE LESS THAN 2% WILL BE PROVIDED FROM THE ACCESSIBLE PARKING TO THE ACCESSIBLE BUILDING ENTRY, PER TEXAS ACCESSIBILITY STANDARDS. ANY DEVIATION OF ALL BUILDING ENTRIES, MAINTAIN A 2% SLOPE IN ALL DIRECTIONS FOR LANDING PER TAS STANDARDS.
10. PROVIDE ROUGH BROOM FINISH ON ALL NEW EXTERIOR CONCRETE WALKS, UNLESS NOTED OTHERWISE.
11. REMOVE ALL EXISTING CONSTRUCTION, APPURTENANCES & LANDSCAPING WITHIN THE FOOTPRINT OF NEW CONSTRUCTION.
12. CONTRACTOR IS TO CONSTRUCT ALL NEW GRADES AS INDICATED. ASSUME A CONSTANT SLOPE BETWEEN RELATIVE NEW SPOT ELEVATIONS.
13. SLOPE GRADE AWAY FROM NEW BUILDING A MINIMUM OF 12" PER FOOT FOR 10'. SLOPE NEW IMPERVIOUS SURFACES (SIDEWALKS/PAVING) A FLAT WORK AWAY FROM BUILDING A MINIMUM OF 1/8" PER FOOT.
14. LOCATE & MARK ALL UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION. NOTIFY UNDERGROUND UTILITY COMPANIES 48 HOURS PRIOR TO ANY EXCAVATION. REPAIR ANY DAMAGED UTILITY LINES AT CONTRACTOR'S EXPENSE.
15. PROVIDE ONE PRE-CAST CONCRETE SPLASH BLOCK AT EACH DOWNSPOUT EXTENDING 4' FROM BUILDING, UNLESS DOWNSPOUT IS TIED INTO STORM DRAIN OR DRAINS ON TO CONCRETE SURFACE. PROVIDE FACTORY FINISHED GALVANIZED STEEL MINIMUM 8" BOX GUTTERS WITH DOWNSPOUTS AT EAVES UNLESS NOTED OTHERWISE.
16. THE LIMITS OF CONSTRUCTION SHALL INCLUDE BUT NOT BE LIMITED TO 12' OUTSIDE OF ANY CONSTRUCTED OR RENOVATED AREA, NOT TO EXTEND BEYOND THE PROPERTY LINE.
17. STOCKPILING OF EXCAVATED OR FILL MATERIAL WILL BE LIMITED TO AN AREA AS LOCATED ON-SITE BY THE ARCHITECT AND APPROVED BY OWNER.

DEMOLITION NOTES:

1. PROVIDE TEMPORARY SHORING AND BRACING AS REQUIRED TO PREVENT DAMAGE TO THE EXISTING STRUCTURE TO REMAIN AND WHERE DEMOLITION WORK IS PREPARATORY TO CONSTRUCTION.
2. NO EXISTING STRUCTURAL MEMBERS SHALL BE DISTURBED OR REMOVED WITHOUT SPECIFIC DIRECTION OF THE ENGINEER & ARCHITECT.
3. PROTECT EXISTING SURROUNDING AREAS, STRUCTURES, AND SURFACES THAT ARE TO REMAIN. THIS SHALL PREVENT DAMAGE DURING THE COURSE OF THE WORK. THE CONTRACTOR SHALL REPAIR AND REPLACE ANY DAMAGE DURING THE COURSE OF THE WORK.
4. COORDINATE ALL DEMOLITION ACTIVITIES WITH THE APPROPRIATE TRADE, AGENCY, UTILITY COMPANY, ETC., AS REQUIRED.
5. ITEMS NOT INTENDED FOR REUSE OR DELIVERY TO THE OWNER WILL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROMPTLY REMOVED FROM THE JOB SITE. CONSULT WITH THE OWNER AND ARCHITECT CONCERNING ANY MATERIALS, EQUIPMENT OR OTHER ITEMS, SUCH AS CHALKBOARDS, BEFORE DISPOSAL TO ENSURE THAT THE ITEM HAS NO VALUE TO THE OWNER.
6. PROTECT ALL EXISTING UTILITY SERVICE LINES, INDICATED OR NOT, AND REPAIR AND REPLACE ANY DAMAGED UTILITY SERVICE LINES.
7. NOTIFY THE OWNER BEFORE INTERRUPTION OF UTILITY SERVICE.
8. ALL ITEMS, MATERIALS AND EQUIPMENT TO BE REMOVED SHALL BE REMOVED BY PERSONNEL SKILLED IN THE TRADE OF ERECTING THE WORK TO BE REMOVED.
9. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY DEFECTS IN THE CONSTRUCTION UNCOVERED DURING DEMOLITION WORK SO THAT THE NECESSARY REPAIRS OR REPLACEMENT CAN BE MADE. REPORT IMMEDIATELY TO THE ARCHITECT ANY CONDITIONS UNCOVERED DURING THE DEMOLITION WORK WHICH MAY DICTATE UNFORESEEN CHANGES IN THE WORK TO BE PROVIDED. THE ARCHITECT SHALL PREPARE REVISED CONSTRUCTION DRAWINGS WHICH MAY BE REQUIRED.
10. THE EXISTING BUILDING AND SITE CONTAINS ACTIVATED MEP SERVICES AND INSTALLATIONS WHICH MAY BE CONNECTED TO. CUT OFF, DISCONTINUE, DEACTIVATE PRIOR TO CUTTING INTO THE WORK. PROVIDE SAFE AND SUITABLE BY-PASS LINES AS REQUIRED.
11. CUTTING AND PATCHING SHALL FOLLOW ALL REQUIREMENTS OF THE CONTRACT DOCUMENT AND ACCOUNT FOR EXISTING CONDITIONS. CONTRACTOR MUST PROVIDE SUBMITTAL FOR CUTTING AND PATCHING PRIOR TO COMMENCING WORK.
12. DEMOLITION PLAN IS SCHEMATIC IN NATURE AND NOT INTENDED AS AN EXHAUSTIVE ACCOUNT OF ALL ITEMS TO BE REMOVED. INSTALLATION OF NEW WORK MAY REQUIRE DEMOLITION OF EXISTING WORK. COORDINATE EXACT SCOPE OF DEMOLITION TO ACCOMMODATE ALL NEW WORK.
13. CONTRACTOR SHALL COORDINATE DEMOLITION OF ALL EXISTING UTILITY SERVICE WITH THE COMPANIES PROVIDING SERVICE PRIOR TO BIDDING. OWNER SHALL ONLY PAY COST DIRECT TO SERVICE PROVIDER, FOR THEIR PORTION OF WORK. ANY OTHER COST ASSOCIATED WITH PROVIDING SERVICES TO REMAIN ACTIVE SHALL BE INCLUDED AS PART OF SCOPE OF WORK.
14. CONTRACTOR MUST PROVIDE A SUBMITTAL ACCOMPANIED BY WORK PLAN FOR DEMOLITION. THE CONTRACTOR SHALL MEET WITH OWNER AND ARCHITECT WELL IN ADVANCE TO COMMENCEMENT OF WORK, TO REVIEW AND COORDINATE THE SUBMITTAL AND WORK PLAN.
15. ALL UNDERGROUND UTILITIES SHALL BE CAPPED OFF BELOW SURFACE. FLAG LOCATION OF CONTINUATION OF UNDERGROUND UTILITIES OUTSIDE THE BOUNDARIES OF SCOPE OF WORK FOR OWNER.
16. ANY FOUNDATIONS REMOVED SHALL BE TO BOTTOM OF GRADE BEAM. BREAK OFF TOPS OF PIERS BELOW GRADE BEAM AND ABANDON IN PLACE, UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DRAWINGS FOR FURTHER NOTES.
17. OWNER SHALL TAG ANY TREES THAT ARE NOT TO BE REMOVED WITHIN THE AREA OF WORK. BID PER PLANS AND REVIEW AND COORDINATE WITH OWNER ON CREDIT FOR TAGGED TREES OUTSIDE THE SCOPE INDICATED IN DRAWINGS.
18. PROVIDE ALL NECESSARY REQUIREMENTS OF SWDP INCLUDING SILT FENCING, OTHER EROSION BARRICADES AND TREE PROTECTION.

RENOVATION NOTES:

1. THE CONTRACTOR SHALL PROVIDE PROTECTIVE COVERING FOR CARPET, FURNISHINGS, AND FINISHES IN EXISTING AREAS NOT DESIGNATED FOR DEMOLITION OR NEW CONSTRUCTION. THE CONSTRUCTION MANAGER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE CAUSED BY HIS WORK OR ANY SUBCONTRACTOR.
2. THE CONTRACTOR'S SUPERINTENDENT, MEET WITH THE OWNER'S AUTHORIZED REPRESENTATIVE WELL IN ADVANCE OF CONSTRUCTION COMMENCEMENT TO: A. SCHEDULE, SEQUENCE AND COORDINATE ALL WORK. B. MAINTAIN EXITS AND EGRESS WIDTHS REQUIRED BY CODES DURING ALL PHASES OF CONSTRUCTION
3. THE CONTRACTOR SHALL VERIFY THAT NEW CEILINGS CAN BE INSTALLED IN EXISTING SPACES TO CLEAR DUCTWORK AND OTHER CONSTRUCTED ITEMS AND MAINTAIN FLOOR TO CEILING HEIGHTS INDICATED ON DRAWINGS. IF DISCREPANCIES OCCUR DUE TO EXISTING CONDITIONS, CONSULT WITH THE ARCHITECT BEFORE PROCEEDING.
4. THE FINISH FACE OF MATERIAL OF NEW PARTITIONS SHALL ALIGN ON BOTH SIDES OF THE PARTITION WITH THE FACE OF THE MATERIALS ON EXISTING COLUMNS, WALLS OR PARTITIONS, UNLESS NOTED OTHERWISE.
5. THE CONTRACTOR SHALL VERIFY DIMENSIONS OF AS-BUILT CONDITIONS, AND NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES. ALL INFORMATION SHOWN WITHIN THE CONTRACT DOCUMENTS IS BASED ON FIELD OBSERVATIONS AND/OR THE ORIGINAL OR AS-BUILT CONSTRUCTION DOCUMENTS OF THE FACILITY, AS PROVIDED BY OWNER.
6. THE CONTRACTOR SHALL SURVEY AND DETERMINE THE REMOVAL OF EXISTING CONSTRUCTION, EITHER WHOLE OR IN PART, AS REQUIRED FOR THE INSTALLATION OF THE NEW ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL WORK.
7. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF ANY CONSTRUCTION DEFECTS FOUND IN UNCOVERING WORK IN THE EXISTING CONSTRUCTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING DEFECTIVE WORK IN EXISTING CONSTRUCTION WITHIN THE LIMITS OF THE CONSTRUCTION AREA. THIS INCLUDES, BUT IS NOT LIMITED TO: UNEVEN SURFACES AND FINISHES AT PLASTER OR GYPSUM BOARD, THE CONTRACTOR SHALL PATCH AND REPAIR SURFACES TO MATCH NEW ADJACENT SURFACES.
9. ALL CONDUIT AND PIPING ABOVE GRADE AND INSIDE THE BUILDING REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE INSTALLED IN AREAS WHERE IT WILL BE CONCEALED. THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT AND COORDINATE WITH OTHER TRADES TO PROVIDE FURRING FOR CONDUIT AND PIPING INSTALLED IN FINISH AREAS.
10. REMOVE MECHANICAL AND ELECTRICAL FIXTURES AND CAP OR REMOVE EXISTING BRANCH LINES AS INDICATED IN THE MECHANICAL AND ELECTRICAL DOCUMENTS.

FLOOR PLAN NOTES:

1. CONTRACTOR SHALL VERIFY AND CORRELATE ALL DIMENSIONS ON THE JOB SITE. USE DIMENSIONS AS INDICATED. ANY DIMENSIONAL CHANGES SHALL REQUIRE NOTIFICATION OF ARCHITECT IN WRITING PRIOR TO COMMENCING WITH ANY WORK. DO NOT SCALE DIMENSIONS ON DRAWINGS.
2. CONTRACTOR TO LOCATE AND LAYOUT WALLS AND PARTITIONS AS THEY RELATE TO THE STRUCTURE AND OTHER BUILDING ELEMENTS AS SHOWN ON THE DRAWINGS AND IN ACCORDANCE WITH THE DESIGN CONCEPT AND INTENT.
3. ALL FLOOR PLAN DIMENSIONS ARE TO THE GRID LINES OR THE CENTERLINE OF COLUMNS AND BEAMS, THE FACE OF STUDS, FURRING OR CONCRETE MASONRY UNITS, AND WINDOW MULLIONS, UNLESS NOTED OTHERWISE. (U.N.O.)
4. ALL FLOOR PLAN DIMENSIONS TO THE OUTSIDE FACE OF CONCRETE MASONRY UNIT (CMU) OR FACE BRICK VENEER EXTERIOR WALLS ARE TO THE EXTERIOR FACE OF THE EDGE OF THE CONCRETE SLAB. THESE DIMENSIONS ARE ACTUAL DIMENSIONS.
5. MASONRY DIMENSIONS ARE NOMINAL AND INCLUDE AN ALLOWANCE FOR A +/- 3/8" MORTAR JOINT. U.N.O. DIMENSIONS AT MASONRY OPENINGS ARE NOTED TO O.C. AND THE ACTUAL OPENING DIMENSION WILL INCLUDE 3/8" FOR THE MORTAR JOINT.
6. DIMENSIONS NOTED AS CLR. (CLEAR) AND C.T.O. (OUTSIDE TO OUTSIDE) ARE TO FACE OF FINISHED WALL.
7. ALL PARTITIONS ARE TO EXTEND TO STRUCTURAL DECK ABOVE UNLESS NOTED OTHERWISE. REFER TO PARTITION TYPES AS INDICATED ON THE FLOOR PLANS.
8. ALL FIRE RATED PARTITION CONSTRUCTION SHALL EXTEND TO THE UNDERSIDE OF HORIZONTAL FIRE RATED ASSEMBLY OR STRUCTURAL DECK ABOVE AND SHOULD INCORPORATE FIRESTOPPING AND FIRE CAULKING AS REQUIRED.
9. ALL OTHER PARTITIONS SHALL EXTEND A MINIMUM OF 4" ABOVE THE FINISHED CEILING, UNLESS NOTED OTHERWISE AND SHALL BE BRACED TO THE STRUCTURE AS REQUIRED TO PREVENT MOVEMENT OR DEFLECTION.
10. THE CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF THE FIRE STOPPING AND FIRE RESISTANT ASSEMBLIES OF MATERIALS AND THESE MATERIALS SHALL BE REPAIRED OR REAPPLIED AS REQUIRED AT NO ADDITIONAL COST TO THE OWNER.
11. FILL ANY IRREGULARITIES AT FULL HEIGHT FIRE RESISTANT PARTITIONS WITH INERT NONCOMBUSTIBLE FIRESAFE MATERIAL AND SEAL TIGHTLY AROUND ANY PENETRATIONS.
12. PROVIDE CONCEALED FIRE TREATED WOOD BLOCKING WHERE REQUIRED FOR THE PROPER ANCHORAGE OF WALL ATTACHED ITEMS SUCH AS GRAB BARS, TOILET ACCESSORIES, TACK BOARDS, CASEWORK, AND ALL OTHER ITEMS OR MISCELLANEOUS EQUIPMENT. THE CONTRACTOR SHALL COORDINATE WITH OWNER TO PROVIDE ANY ADDITIONAL BLOCKING THEY MAY REQUIRE FOR ITEMS THEY WILL MOUNT ON WALL.
13. NOTIFY THE ARCHITECT, IN WRITING, IMMEDIATELY OF DISCREPANCIES IN THE DRAWINGS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS OR BETWEEN THE DRAWINGS AND ACTUAL JOB CONDITIONS WHICH AFFECT THE EXECUTION OF THE WORK AS INTENDED. THE ARCHITECT WILL ISSUE A CLARIFICATION OR PREPARE ALTERNATE DOCUMENTS WHICH MAY BE REQUIRED.
14. REFER TO FLOOR PATTERN PLAN FOR MATERIAL AND FLOORING PATTERN. REFER TO ROOM FINISH SCHEDULE FOR FLOORING TYPE.
15. EMERGENCY EGRESS LIGHTING ALARMS SHALL BE PROVIDED PER TEXAS ACCESSIBILITY STANDARDS.
16. ALL EQUIPMENT AND CASEWORK LOCATED ON AN EXTERIOR WALL IS TO BE SHIMMED 1/2" TO MAINTAIN AN AIR SPACE. AIR SPACE IS INTENDED TO PROMOTE AIR CIRCULATION AND DISCOURAGE MOLD GROWTH.
17. ALL DOORS SHOWN NEAR CORNER SHALL BE ASSUMED TO HAVE A MAXIMUM DIMENSION OF 7" FROM CORNER TO EDGE OF FRAME.

REFLECTED CEILING PLAN NOTES:

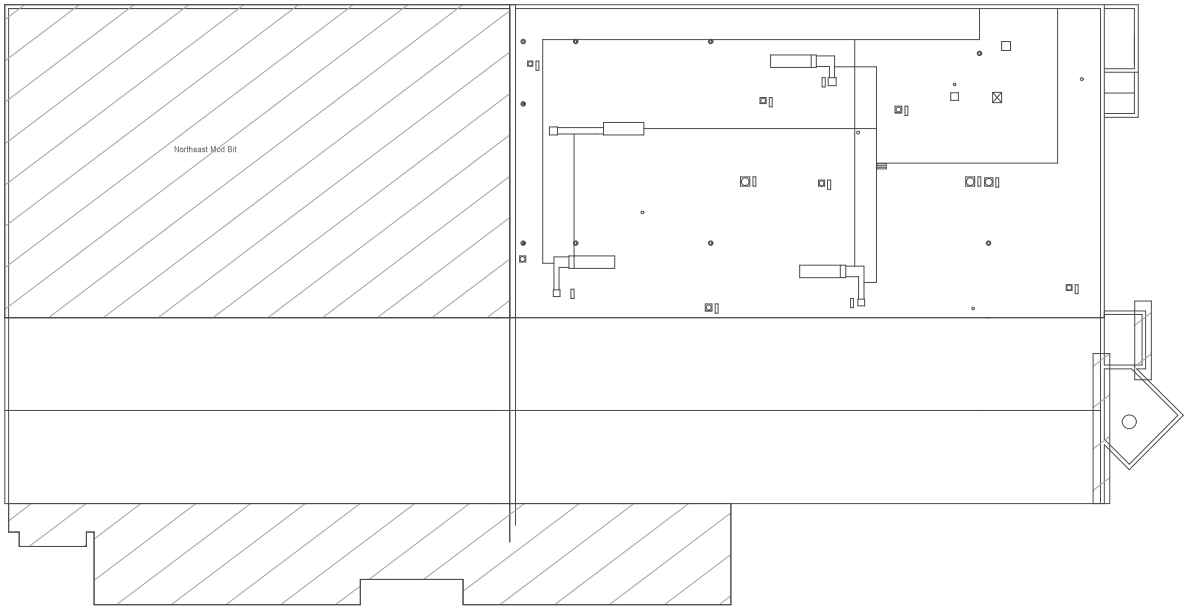
1. CEILING DEVICES AND LIGHTS ARE SHOWN TO INDICATE LOCATION. CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL FEATURES. REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR INFORMATION ON ACTUAL CEILING DEVICES AND LIGHTS.
2. CONTRACTOR SHALL VERIFY AND CORRELATE ALL DIMENSIONS ON THE JOB SITE.
3. REFER TO THE LEGEND ON RCP SHEETS.
4. COORDINATE ALL WORK WITH OTHER TRADES. REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS AS REQUIRED.
5. CONTRACTOR SHALL LOCATE AND LAYOUT CEILING GRIDS AS THEY RELATE TO THE BUILDING ELEMENTS AS SHOWN ON THE DRAWINGS AND IN CONFORMANCE WITH THE DESIGN CONCEPT AND INTENT.
6. DIMENSIONS INDICATED ON THE REFLECTED CEILING PLAN ARE TO THE FACE OF THE STUD OR CMU, TO THE GRID LINES, AND TO THE CENTERLINE OF CEILING GRID TEES OR LIGHT FIXTURES, GRILLES ETC. U.N.O.
7. CEILING SYSTEM GRIDS SHALL BE CENTERED IN EACH ROOM UNLESS NOTED OTHERWISE (U.N.O.). RECESSED ELECTRICAL FIXTURES, MECHANICAL GRILLES, SPEAKERS, SMOKE DETECTORS, ETC. SHALL BE CENTERED IN THE CEILING GRID, U.N.O.
8. COORDINATE ALL WORK WITH OTHER TRADES. REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS AS REQUIRED.
9. REFER TO PARTITION TYPES AS INDICATED ON THE FLOOR PLANS AND AS DETAILED ON PARTITION SCHEDULE AND DETAILS SHEET.
10. REFER TO ROOM FINISH SCHEDULE FOR THE CEILING SYSTEM MATERIALS. REFER TO ROOM FINISH SCHEDULE FOR CEILING HEIGHTS.
11. TYPICAL CEILINGS TO BE 2 X 2' LAY-IN SUSPENDED ACOUSTICAL CEILING GRID SYSTEM, U.N.O., WITH ACOUSTICAL PANELS AS SCHEDULED.
12. NOTIFY ARCHITECT IMMEDIATELY FOR OBSERVATION OF THE MEP WORK PRIOR TO THE INSTALLATION OF GYPSUM BOARD CEILINGS AND ACOUSTICAL CEILING TILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHARGES INCURRED TO REMOVE AND REPLACE MATERIAL FOR OBSERVATION OF MEP WORK.
13. ALL NEW INTERIOR MECHANICAL/ELECTRICAL LINES SHALL BE CONCEALED, UNLESS NOTED OTHERWISE.
14. CONTRACTOR SHALL LOCATE AND LAYOUT CEILING GRIDS AS THEY RELATE TO THE BUILDING ELEMENTS AS SHOWN ON THE DRAWINGS AND IN CONFORMANCE WITH THE DESIGN CONCEPT AND INTENT.
15. PAINT ANY EXPOSED STRUCTURE, DUCTWORK, PLUMBING PIPING, FIRE PROTECTION PIPING, AND CONDUITS. DO NOT PAINT LABELS.

EXTERIOR ELEVATION NOTES:

1. REFER TO MECHANICAL DRAWINGS FOR FREE AREA OF LOUVERS. VERIFY THAT SIZE AND LOCATION DOES NOT CONFLICT WITH CEILING HEIGHTS.
2. CONTRACTOR TO COORDINATE ALL EXPOSURE FINISHES AND CONTROL JOINTS WITH ARCHITECT PRIOR TO INSTALLATION OF VENEER MATERIALS.
3. PROVIDE ONE PRE-CAST CONCRETE SPLASH BLOCK AT EACH DOWNSPOUT EXTENDING 4' FROM BUILDING, UNLESS DOWNSPOUT IS TIED INTO STORM DRAIN OR DRAINS ON TO CONCRETE SURFACE. PROVIDE FACTORY FINISHED GALVANIZED STEEL MINIMUM 8" BOX GUTTERS WITH DOWNSPOUTS AT EAVES UNLESS NOTED OTHERWISE.
4. PROVIDE MASONRY VENEER VENT TYPE WEEPS @ 24" O.C. AT VENEER BASE AND AT ALL STEEL LINTELS. PROVIDE MASONRY VENTS AT VENEER TOP AT 48" O.C.
5. IF INSULATION IS NOT PROVIDED AT ROOF, ENCLOSED ATTIC AND RAFTER SPACES SHALL BE VENTILATED TO OUTSIDE AIR AT A RATE OF NOT LESS THAN 1/300 OF THE AREA VENTED OR CONFORM WITH TEXAS AIR INSTALLER GUIDELINES. INSTALL LATTICE BLOCK TYPE FREE FLOW OF AIR (USE INSULATION BAFFLE). A MIN. 1" OF AIR SPACE SHALL BE PROVIDED BETWEEN THE INSULATION AND ROOF SHEATHING. WORK WITH RAFTERS, BAYS, AND/OR VAULTED CEILINGS MUST BE VENTILATED TO OUTSIDE THE RIDGE.
6. PROVIDE MOCK WALL ILLUSTRATING THE FOLLOWING: INSTALLATION OF LOWER WITH FULL HEIGHT SAMPLE OF BRICK VENEER, CMU BACKUP, WEEPS, FLASHING, AND CONTROL JOINTS. SEE ALL INCLUSIVE AT OPENINGS, INSTALLATION OF WINDOWS WITH FLASHING TO SECURE FULL INSTALL OF BACK-UP WALL WITH FLASHING AT BASE, SILL AND HEADER. INSTALLATION OF MASONRY TIES. COORDINATE WITH ARCHITECT. ALL SILL, JAMB AND HEADER CONDITIONS MUST BE PROVIDING FOR APPROVAL. REFER TO CONTRACT DOCUMENTS FOR INSTALL OF APPROPRIATE/SIMILAR CONDITIONS. INSTALL ANY CHANGES IN VENEER MATERIAL THE MOCK WALL SHALL BE ERECTED WITHIN 45 DAYS OF INITIATION OF CONTRACT.
7. CONTRACTOR MUST GET OWNER'S APPROVAL OF MOCK WALL. ARCHITECT'S REVIEW OF MOCK WALL CONDITIONS SHALL NOT RELIEVE THE CONTRACTOR OF REQUIREMENTS IN CONTRACT DOCUMENTS.
8. IF A PRODUCT IS NOTED ON ELEVATIONS, AN EQUAL CAN BE SUBMITTED IF THEY MATCH COLOR, PATTERN, TEXTURE AND OTHER SPECIFICATION CHARACTERISTICS AND STANDARDS OF THE NOTED PRODUCT.
9. CONTRACTOR SHALL SUBMIT ALL MATERIALS REQUIRING EXTERIOR COLOR SELECTION TO ARCHITECT WITHIN 30DAYS FOR SELECTION AT ONE TIME AND APPROVAL OF OWNER.

INTERIOR ELEVATIONS NOTES:

1. CONTRACTOR SHALL MOCK-UP ONE ROOM OF TYPICAL SPACES, SUCH AS INSTRUCTIONAL CLASSROOMS, LABORATORIES, OFFICES AND COMPUTER LABS FOR OWNER'S APPROVAL AND ARCHITECT'S REVIEW OF LOCATION FOR OUTLETS, SWITCHES, CONTROLS AND ANY OTHER DEVICES THAT ARE MOUNTED INTO WALL.
2. LOCATION OF OUTLETS, SWITCHES AND CONTROLS SHALL BE COORDINATED WITH ELEVATION TO AVOID CONFLICT WITH CASEWORK AND EQUIPMENT INSTALLED AGAINST WALL. ANY CONFLICTS SHALL BE BROUGHT TO ATTENTION OF THE ARCHITECT.
3. CONTRACTOR SHALL COORDINATE PLACEMENT OF BLOCKING IN WALL TO SUPPORT ITEMS IN DOCUMENTS MOUNTED TO WALL. CONTRACTOR SHALL COORDINATE WITH OWNER TO PROVIDE ANY ADDITIONAL BLOCKING THEY MAY REQUIRE FOR ITEMS THEY WILL MOUNT ON WALL.
4. ALL EQUIPMENT AND CASEWORK LOCATED ON AN EXTERIOR WALL IS TO BE SHIMMED 1/2" TO MAINTAIN AN AIR SPACE. AIR SPACE IS INTENDED TO PROMOTE AIR CIRCULAT



1 ROOF PLAN
SCALE: 1/16" = 1'-0"

NARRATIVE

WEAR AND TEAR HAS RESULTED IN AREAS OF THE ROOF AT THE WILLIAMSON COUNTY COUNTY JUSTICE CENTER (CJC) BEING COMPROMISED AND REQUIRING ATTENTION, AS SUCH THIS PROJECT AIMS AT REMOVING EXISTING ROOFING MATERIALS AND INSTALLING NEW SYSTEMS. THE EXISTING ROOF BITUMEN MEMBRANE WILL BE REMOVED ALONG WITH INSULATION AND FLASHINGS, NEW POLYISOCYANURATE INSULATION BOARD WILL BE INSTALLED, FOLLOWING THAT A NEW POLYISOCYANURATE ESS) INSULATION SYSTEM WILL BE INSTALLED, ROOF DRAINS WILL BE INSTALLED AS WELL, ABOVE THIS A NEW FULLY ADHERED 60MIL PVC ROOF MEMBRANE WILL BE INSTALLED. AT THE WALLS PRE-FINISHED 24GUAGE GALVANEED STEEL PARAPET WALLS WILL BE CAPPED, COUNTERFLASHING WILL BE INSTALLED THROUGHOUT., NEW ROOF SYSTEM SHALL BE CLASS A FIRE RATED AND SHALL QUALIFY FOR ROOF MEMBRANE 20-YEAR WARRANTY.

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Williamson County
CJC Re-Roof
Georgetown, Texas

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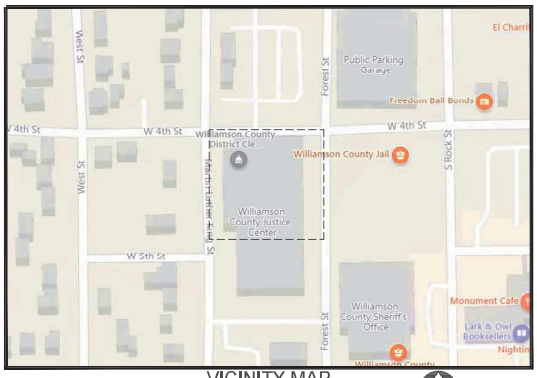
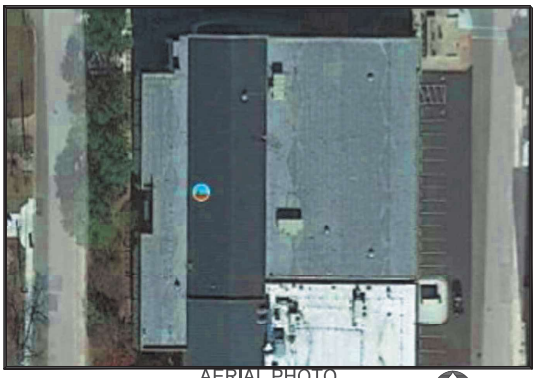


VICINITY MAP
Source: Bing Maps (No Scale)



AERIAL PHOTO
Source: Google Earth Pro (No Scale)

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09-26-2022

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WILLIAMSON COUNTY
CJC NORTH RE-ROOF
GEORGETOWN, Texas

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GENERAL NOTES

1. THESE GENERAL NOTES SHALL APPLY UNLESS OTHERWISE NOTED IN DRAWINGS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SHALL COORDINATE ALL PLANS AND DETAILS WITH ACTUAL FIELD CONDITIONS BEFORE STARTING WORK. NOTIFY ARCHITECT AND ROOF CONSULTANT OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. FABRICATION, CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE APPLICABLE BUILDING OR PLUMBING CODE, OR OTHER LOCAL APPLICABLE CODE, WHICHEVER IS THE MORE STRINGENT.
4. SCOPE OF WORK INCLUDES INCLUDES ALL PIECES, PARTS, FEATURES, COMPONENTS, AND TECHNIQUES FOR A COMPLETE ASSEMBLY NORMALLY ASSOCIATED WITH WORK OF THE TYPE BEING CONSTRUCTED, WHETHER OR NOT ALL SUCH PIECES, PARTS AND COMPONENTS ARE SHOWN ON THE PLANS AND DETAILS.
5. ALL CONSTRUCTION OF ANY TYPE, INCLUDING FASTENING OR ATTACHMENT OF WOOD BLOCKING, NAILERS, STEEL ANGLES, DECKING, AND SHEET METAL, SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS FOR THE LATEST EDITION OF FACTORY MUTUAL BULLETIN 1-49, OR THE TEXAS WINDSTORM ACT IN LOCALES WHERE APPLICABLE, WHICHEVER IS THE MORE STRINGENT.
6. ALL WOOD BLOCKING AND LUMBER SHALL BE KILN-DRIED AFTER TREATMENT (KDAT).
7. ALL LUMBER AND WOOD BLOCKING JOINTS SHALL BE STAGGERED FROM CONTIGUOUS PIECES.
8. PARAPETS OR OTHER WALLS RECEIVING COPING OR FASCIAS SHALL HAVE A 1/2" PER FOOT MINIMUM BEVELED OR SLOPED KDAT WOOD SURFACE AT THE TOP TO DRAIN PROPERLY. DRAINAGE SHALL BE TOWARD THE ROOF SIDE OF THE BUILDING, NOT THE EXTERIOR WALL.
9. ALL FASTENERS PENETRATING TREATED LUMBER SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL, UNLESS NOTED OTHERWISE.
10. ALL PLYWOOD SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE WRITTEN SPECIFICATIONS OF THE AMERICAN PLYWOOD ASSOCIATION (APA).
11. ALL BASE SHEET OR INSULATION FASTENING PATTERNS SHALL COMPLY WITH THE CURRENT APPLICABLE LOCAL BUILDING CODE FRO WIND UPLIFT RESISTANCE.
12. ALL SHEET METAL WORK SHALL COMPLY WITH SMACNA, WHETHER SHOWN ON THE PLANS AND DETAILS OR NOT.
13. ALL SHEET METAL EDGING, GRAVEL GUARD, FASCIA, AND COPING SHALL HAVE CONTINUOUS CLIPS FASTENED AT 8" O.C. ONE GAUGE HEAVIER THAN THE MATERIAL BEING ATTACHED. A SEPARATOR SHEET SHALL SEPARATE SHEET METAL FROM TREATED LUMBER. FASCIA AND COPING SHALL HAVE A SECONDARY WATERPROOFING MEMBRANE BENEATH THE METAL COVERING THE FULL COPING OR FASCIA SPAN. CLIP JOINTS SHALL BE STAGGERED FROM ATTACHED COMPONENTS. ALL METAL EDGING, GRAVEL GUARD, OR FASCIA SHALL HAVE BACK-UP AND COVER PLATES. ALL PARAPET CAPS, COPING AND EXPANSION JOINTS SHALL HAVE A DOUBLE-LOCKED MINIMUM 1" TALL STANDING SEAM AT JOINTS UNLESS OTHERWISE STIPULATED ELSEWHERE. EXPOSED SHEET MEAL EDGES SHALL BE HEMMED.
14. ALL SHEET METAL COMPONENT CORNERS, INTERSECTIONS, AND TERMINATIONS SHALL HAVE EACH LEG EXTENDING AT LEAST 18" IN EITHER DIRECTION, AND SHALL BE MADE AS A SINGLE UNIT PIECE. JOINTS SHALL BE SOLDERED EXCEPT IN THE CASE OF PREFINISHED METAL.
15. GUTTERS SHALL HAVE A MINIMUM OF 1/8" PER FOOT SLOPE FOR DRAINAGE. GUTTER EXPANSION JOINTS SHALL BE INSTALLED AT INTERVALS NOT TO EXCEED 50 FEET. GUTTERS SHALL HAVE SPACERS CONSTRUCTED OF 1/8" x 1" GALVANIZED STEEL AT 3'-0" O.C. GUTTERS SHALL HAVE EXTERNAL BRACKETS MADE OF 1/8" x 1" GALVANIZED STEEL AT 8'-0" O.C., AND SUCH BRACKETS SHALL BE FIELD PRIMED AND PAINTED TO MATCH THE SHEET METAL.
16. NO SCUPPERS, DOWNSPOUTS, OVERFLOW DRAIN OUTLETS, OR OTHER WATER DISCHARGE POINTS SHALL BE PERMITTED OVER DOORS, WINDOWS, SIDEWALKS, OR OTHER LOCATIONS INCONVENIENT TO PERSONS USING THE BUILDING OR WHERE SUCH DISCHARGE POINTS MAY CAUSE A SLIPPING HAZARD IN ICY CONDITIONS. WHERE CONFLICTS IN BID OR CONSTRUCTION DOCUMENTS CONTRADICT THIS PROVISION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE THE DISCHARGE TO A POINT SATISFACTORY TO THE ARCHITECT AND CONSULTANT.
17. ALL GUTTERS SHALL HAVE DOWNSPOUTS OF SIZE SPECIFIED AT INTERVALS NOT TO EXCEED 40 FEET. ALL INDIVIDUAL GUTTER SECTIONS SHALL HAVE AT LEAST ONE DOWNSPOUT, WHERE CORNERS ARE PRESENT DOWNSPOUTS SHALL BE LOCATED SO THAT WATER WILL NOT HAVE TO FLOW AROUND CORNERS. ALL DOWNSPOUTS SHALL HAVE AT LEAST TWO STRAPS. ALL DOWNSPOUTS EXTENDING TO THE GROUND SHALL HAVE A MINIMUM 36" CAST IRON DOWNSPOUT BOOT AND DISCHARGE AND A CONCRETE SPLASH BLOCK, UNLESS NOTED OTHERWISE.
18. CRICKETS WITH A MINIMUM FINISHED SLOPE OF 1/4" PER FOOT ON ASPHALT ROOFS AND 1/4"PR FOOT ON COAL TAR PITCH ROOFS SHALL BE INSTALLED BETWEEN ALL DRAINS AND AT WALLS WHERE NECESSARY FOR PROPER DRAINAGE, WHETHER SHOWN ON THE PLANS AND DETAILS OR NOT.
19. ROOF DRAINS SHALL HAVE THE INSULATION OR DECK TAPERED CREATING A SQUARE SUMP AT LEST TWO FEET IN EACH DIRECTION FROM THE DRAIN BODY. INSULATION SHALL NOT BE THINNER THAN 1-1/2" AT THE DRAIN INLET.
20. ALL METAL FLASHINGS AND SCUPPERS SHALL BE SUPPORTED BY WOOD BLOCKING THE SAME THICKNESS AS THE INSULATION, IF ANY. WOOD BLOCKING SHALL EXTEND A MINIMUM OF 1-1/2" PAST THE METAL FLANGE OF THE FLASHING.
21. PITCH PANS, CHEM CURBS, AND SEALANT POCKETS OR SIMILAR ARE PROHIBITED.
22. ALL SHEET METAL RECEIVING ELASTOMERIC SEALANT SHALL BE PRIMED REGARDLESS OF SEALANT MANUFACTURER REQUIREMENTS. SEALANT COLORS SHALL MATCH THE MATERIAL BEING SEALED.
23. SUPPORT PIPE AND CONDUIT OFF WITH PIPE SUPPORTS MANUFACTURED BY PORTABLE PIPE HANGERS, SPACE SUPPORTS AT INTERVALS NOT EXCEEDING 8 LF ON CENTERS. WOOD OR PLASTIC BLOCKS ARE NOT ACCEPTABLE. METAL BASSES ARE NOT ACCEPTABLE. PIPES AND CONDUITS SHALL BE CLUSTERED IN SUCH A MANNER AS TO MINIMIZE THE NUMBER OF PIPE SUPPORTS.
24. WALKWAY PROTECTION MATERIAL SHALL BE INSTALLED AROUND THE FULL PERIMETER OF ALL POWERED OR MOTORIZED EQUIPMENT, AT SATELLITE RECEIVERS, AND AT ALL ROOFTOP ACCESS DOORWAYS, LADDERS, OR OTHER ACCESS OR HIGH TRAFFIC POINTS OF ANY TYPE WHETHER SHOWN ON THE PLANS OR NOT.

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GENERAL NOTES FOR MECHANICAL ROOF PENETRATIONS:

1. THESE GENERAL NOTES APPLY TO ALL MECHANICAL, ELECTRICAL, OR PLUMBING (MEP) PENETRATIONS AND ROOF MOUNTED ACCESSORIES OR EQUIPMENT.
2. ALL MECHANICAL EQUIPMENT OR ACCESSORY CURBS SHALL PROVIDE A MINIMUM CLEARANCE OF 8 INCHES ABOVE THE PLANE OF THE FINISHED ROOF FOR INSTALLATION OF BASE FLASHING AND COUNTERFLASHING.
3. PROVIDE A MINIMUM 1" CLEARANCE ON ALL SIDES OF MECHANICAL EQUIPMENT CURBS TO ALLOW INSTALLATION OF BASE FLASHING AND COUNTERFLASHING. 1" DIMENSION IS FROM THE OUTSIDE DIMENSION OF THE CURB TO THE INSIDE DIMENSION OF THE MECHANICAL EQUIPMENT FLANGE.
4. EQUIPMENT OR OTHER ROOFTOP ACCESSORIES SHALL NOT BE SET IN PLACE UNTIL ALL BASE FLASHING AND COUNTERFLASHING ARE SET IN PLACE AND ROOF CONSULTANT HAS OBSERVED FOR COMPLIANCE WITH CONSTRUCTION DOCUMENTS.
5. WHEREVER CONSTRUCTION DOCUMENTS CALL FOR REPLACEMENT, EXTENSION, OR RAISING MECHANICAL EQUIPMENT CURBS, SUCH A REQUIREMENT ALSO INCLUDES EXTENDING OR REPLACING ALL INTERNAL DUCTS, LOUVERS, DAMPERS, ELECTRIC, REFRIGERATION, AND PLUMBING, IN SUCH A MANNER AS TO PROVIDE A COMPLETE OPERATIONAL ASSEMBLY.
6. PROVIDE WOOD CURBED SHEET METAL ENCLOSURE WITH FLASHING AND REMOVABLE COUNTERFLASHING WHEREVER A PIPE OR CONDUIT PENETRATES THE ROOF, ALL PIPE OR CONDUIT WILL HAVE A 95 DEGREE RIGHT ANGLE BEND FROM THE OPENING TO CAUSE WATER TO DRAIN AWAY FROM THE OPENING. CONDUIT AND PIPING SHALL HAVE A DRIP LOOP UNLESS SUCH INTERFERES WITH THE NORMAL FUNCTION OF THE LINE. SEAL THE DECK OPENING WITH NON-FLAMMABLE FIRE RATED SPRAY FOAM.
7. PROVIDE A MINIMUM 18" CLEARANCE BETWEEN ALL PIPES, CONDUITS, OR OTHER ROOF PENETRATIONS AND ANY OTHER PENETRATION, WALL, OR CURB. RELOCATE PENETRATIONS THAT DO NOT MEET MINIMUM 18" CLEARANCE AND REPAIR DECK AS SPECIFIED.
8. SUPPORT ALL ROOF MOUNTED PIPES OR CONDUITS WITH PORTABLE PIPE HANGERS OR APPROVED EQUIVALENT. SET ON PADS MADE OF COMPATIBLE APPROVED ROOFING MATERIAL. SPACE PIPE HANGERS A MAXIMUM OF 8 FEET O.C., OR AS SPECIFIED BY THE MANUFACTURER, OR LOCAL CODE ENFORCING AUTHORITY APPLICABLE TO THE PROJECT. WOOD, PLASTIC, OR FOAM BLOCKING IS NOT ACCEPTABLE. PIPES AND CONDUIT SHALL BE CLUSTERED IN SUCH A MANNER AS TO MINIMIZE THE NUMBER OF PIPE SUPPORTS.

GENERAL SCOPE OF WORK:

1. REMOVE AND DISPOSE EXISTING MODIFIED BITUMEN ROOF MEMBRANE, INSULATION AND FLASHINGS, ALL SHEET METAL FLASHING, AND SHEET METAL COUNTERFLASHING.
2. MECHANICALLY FASTEN FIRST LAYER OF POLYISOCYANURATE INSULATION BOARD TO THE EXISTING STEEL ROOF DECK AS SPECIFIED.
3. INSTALL 1/4" PER FOOT TAPERED POLYISOCYANURATE (ISO) INSULATION SYSTEM IN LOW-RISE POLYURETHANE FOAM INSULATION ADHESIVE RIBBONS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION REQUIREMENTS AND BUILDING CODE REQUIREMENTS FOR WIND UPLIFT. STAGGER ROWS MINIMUM 24" HORIZONTALLY AND VERTICALLY. MAX 2.5" THICKNESS PER LAYER.
4. INSTALL 1/2" PER FOOT TAPERED ISO SUMPS AT ALL ROOF DRAINS, MINIMUM 2' EACH DIRECTION FROM ROOF DRAIN BODY.
5. INSTALL ONE LAYER OF 1/2" ROOF COVERBOARD IN LOW-RISE POLYURETHANE FOAM INSULATION ADHESIVE RIBBONS IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION REQUIREMENTS AND BUILDING CODE REQUIREMENTS FOR WIND UPLIFT. STAGGER ROWS MINIMUM 24" HORIZONTALLY AND VERTICALLY.
6. INSTALL FULLY ADHERED 80-MIL PVC ROOF MEMBRANE IN FULL COVERAGE ADHESIVE (NO RIBBONS).
7. INSTALL PRE-FINISHED 24-GAUGE GALVANIZED STEEL PARAPET WALL COPING CAP WITH BACKUP AND COVER PLATES AT ALL SEAMS.
8. INSTALL 24 GAUGE GALVANIZED STEEL TWO-PIECE COUNTERFLASHINGS.
9. ROOF SYSTEM SHALL BE CLASS A FIRE RATED AND SHALL QUALIFY FOR ROOF MEMBRANE MANUFACTURER'S 20-YEAR NO DOLLAR LIMIT TOTAL SYSTEM ROOF GUARANTEE

09-26-2022

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CJC NORTH RE-ROOF
GEORGETOWN, Texas

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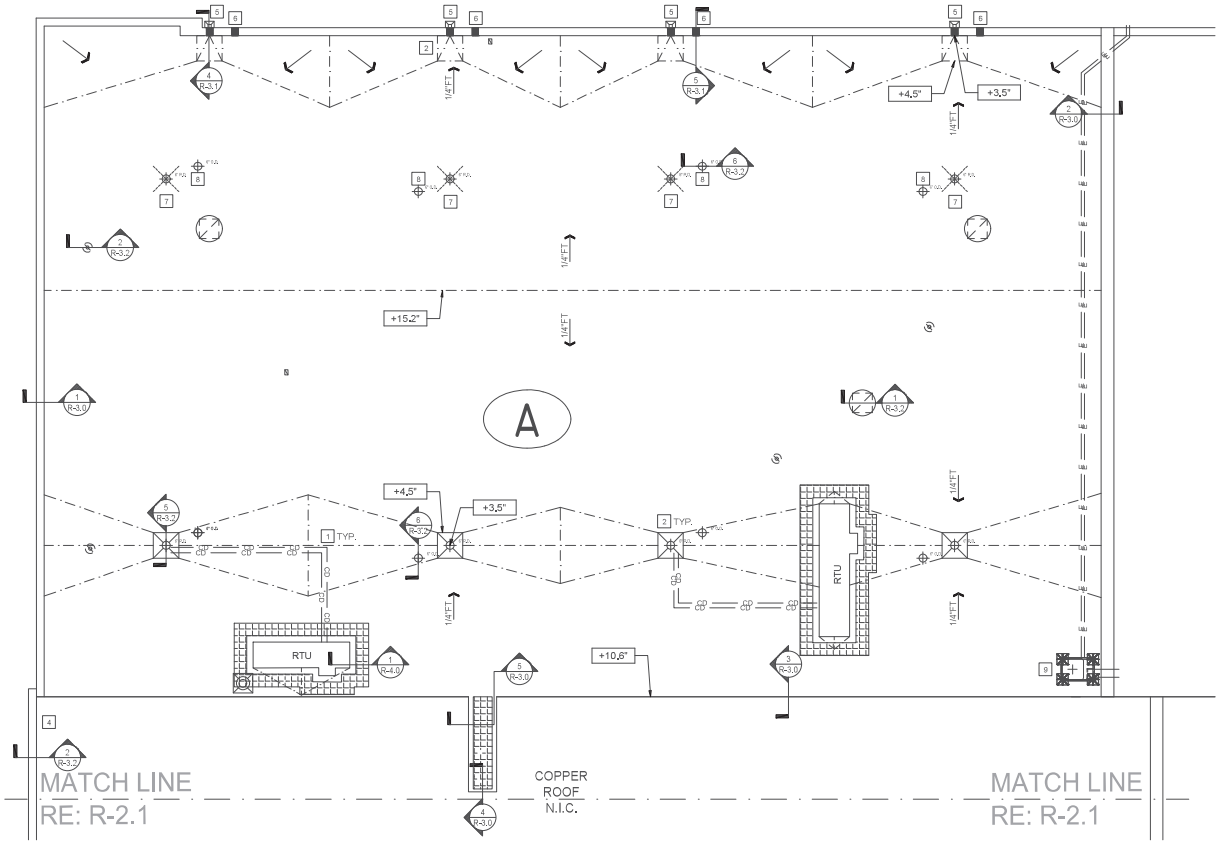
GENERAL NOTES AND SCOPE OF WORK R-1.0



1 SECTION A- EAST ROOF PLAN
SCALE: 1/8"=1'-0"

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ROOF PLAN LEGEND

A	ROOF SECTION IDENTIFICATION
SLOPE	DIRECTION OF SLOPE
	EXHAUST FAN ON CURB
CAC	CONDENSATE DRAIN LINE
GAS	GAS LINE
E	CONDUIT LINE
	TAPER RIDGE, HIP, VALLEY
RTU	ROOFTOP UNIT ON CURB
	PLUMBING VENT
	OVERFLOW DRAIN
	INSULATION PLUS COVERBOARD THICKNESS FROM DECK
	PRIMARY ROOF DRAIN WITH 4"X4"X4" PER FOOT TAPERED SUMP
	MFR WALK TREAD MATERIAL
	ELECTRICAL EQUIPMENT SUPPORT
	EXISTING COPPER ROOF HATCH (N.I.C.)
	CONDUCTOR HEAD AND DOWNSPOUT

KEYED NOTE :

1. 1/2"/FT TAPERED ISO CRICKET
2. 1/2"/FT TAPERED ISO SUMP, MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.
5. NEW 12"L X 6"H PRIMARY THRU-WALL SCUPPER, 18" W CONDUCTOR HEAD AND 6" DOWNSPOUT.
6. NEW 18"L X 6"H OVERFLOW THRU-WALL SCUPPER.
7. REMOVE AND DISPOSE EXISTING PRIMARY ROOF DRAIN. PERMANENTLY CAP ROOF DRAIN PIPING.
8. EXISTING SECONDARY EMERGENCY OVERFLOW ROOF DRAIN TO REMAIN.
9. PORTABLE PIPE HANGER PLATFORM

PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

REGISTERED ARCHITECT
ROBERT BRYAN
No. 14289
STATE OF TEXAS
09-26-2022

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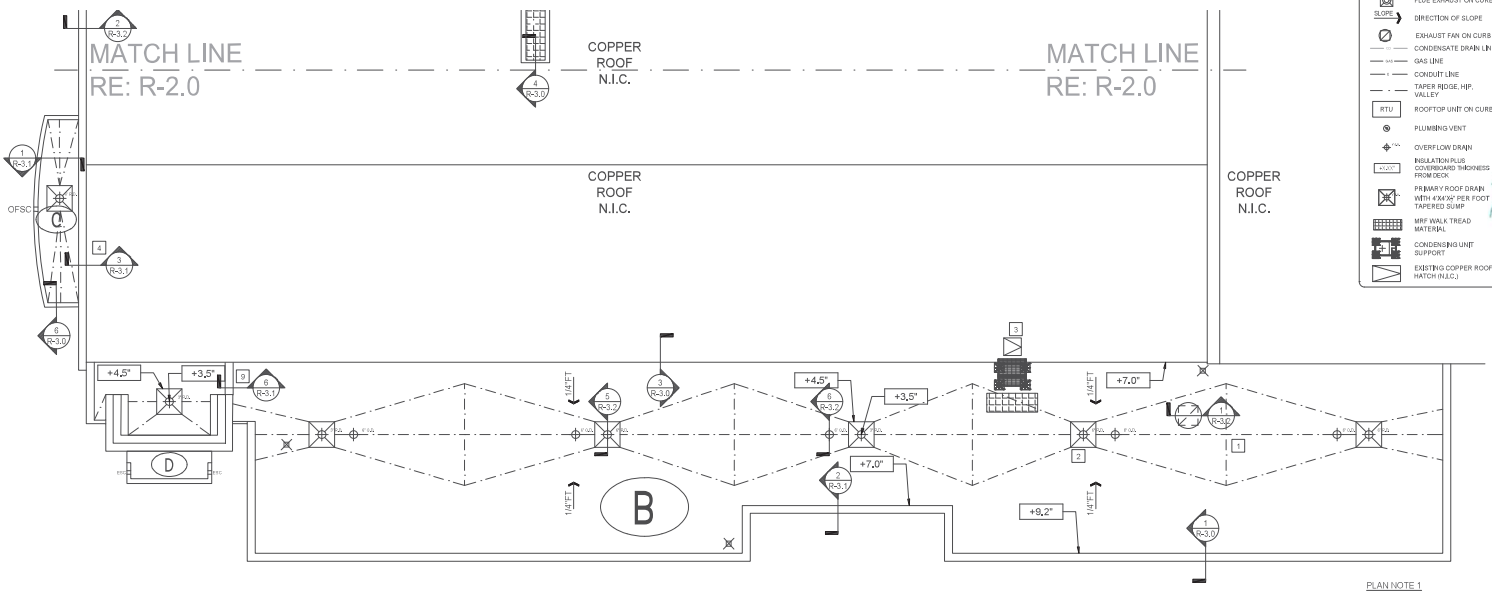
R-2.0

SECTION A - EAST ROOF PLAN



KEYED NOTE :

1. 1/2"FT TAPERED ISO CRICKET
2. 1/2"FT TAPERED ISO SUMP, MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.
5. ROOF AREA DIVIDER

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ROOF PLAN LEGEND

- A — ROOF SECTION IDENTIFICATION
- FLUE EXHAUST ON CURB
- SLOPE — DIRECTION OF SLOPE
- EXHAUST FAN ON CURB
- CONDENSATE DRAIN LINE
- GAS LINE
- CONDUIT LINE
- TAPER RIDGE, HIP, VALLEY
- RTU — ROOFTOP UNIT ON CURB
- PLUMBING VENT
- OVERFLOW DRAIN
- INSULATION PLUS COVERBOARD THICKNESS FROM DECK
- PRIMARY ROOF DRAIN WITH 4"X4"X5" PER FOOT TAPERED SUMP
- MRF WALK TREAD MATERIAL
- CONDENSING UNIT SUPPORT
- EXISTING COPPER ROOF HATCH (N.I.C.)

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PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

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Revision:

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Sheet Number R-2.1

1 SECTION A - WEST & C ROOF PLAN

SCALE: 1/8"=1'-0"

SECTION A - WEST & C ROOF PLAN R-2.1

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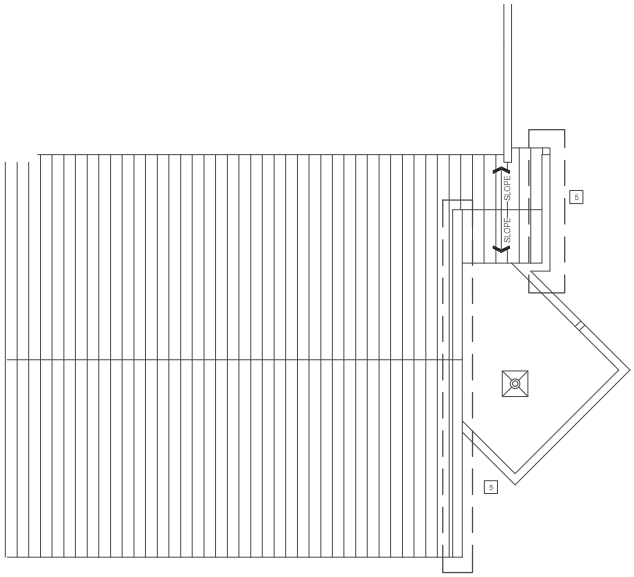

ROOF PLAN LEGEND

A	ROOF SECTION IDENTIFICATION
ESC	EDGE SCUPPER
	FLUE EXHAUST ON CURB
SLOPE	DIRECTION OF SLOPE
	EXHAUST FAN ON CURB
	CONDENSATE DRAIN LINE
GAS	GAS LINE
	CONDUIT LINE
	TAPER RIDGE, HIP, VALLEY
RTU	ROOFTOP UNIT ON CURB
	PLUMBING VENT
	OVERFLOW DRAIN
	PRIMARY ROOF DRAIN WITH 4"X4"X9" PER FOOT TAPERED SUMP
	MRF WALK TREAD MATERIAL
	CONDENSING UNIT SUPPORT
	EXISTING COPPER ROOF HATCH (N.I.C.)

REGISTERED ROOFING CONSULTANT
JAMES A. WHITTEN
14289
STATE OF TEXAS
09-26-2022

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KEYED NOTE :

1. 1/2"/FT TAPERED ISO CRICKET
2. 1/2"/FT TAPERED ISO SUMP, MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.

PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

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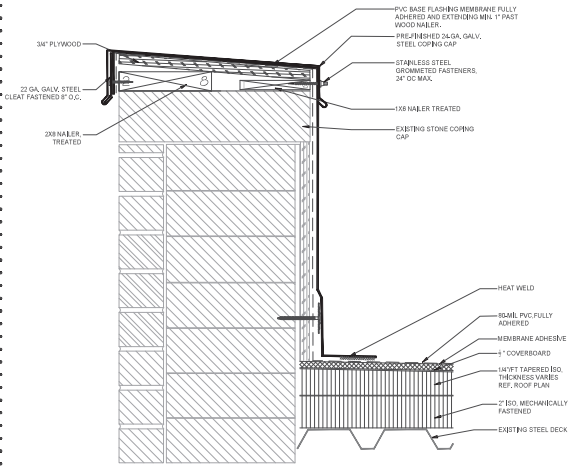
1 SOUTH STONE COPING
SCALE: 1/8"=1'-0"

SOUTH STONE COPING R-2.2



1 PARAPET WALL COPING CAP
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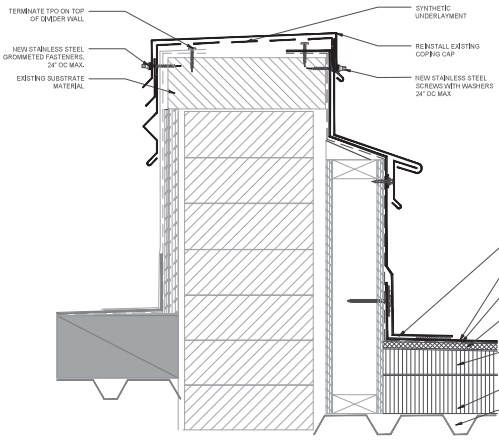
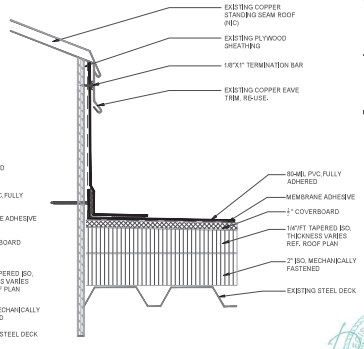
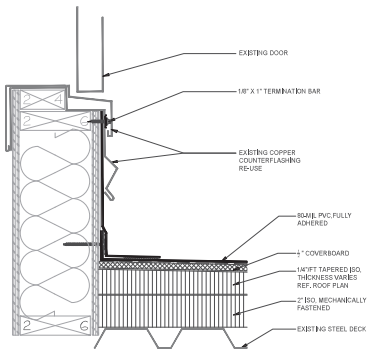


2 SOUTH ROOF EJ
SCALE: 3"=1'-0"



3 BASE FLASHING @ COPPER ROOF
SCALE: 3"=1'-0"



4 DOOR THRESHOLD
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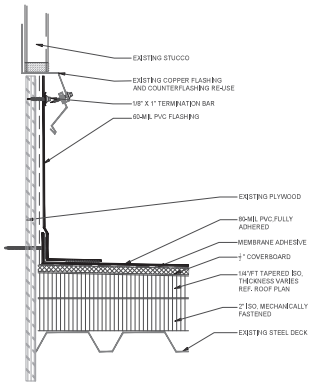
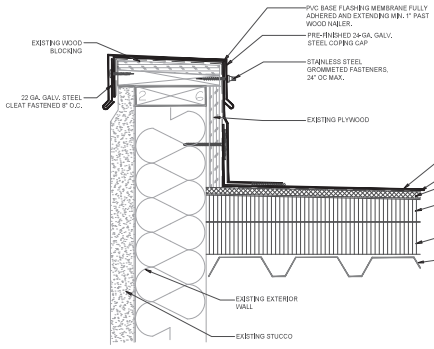


5 SECTION A BASE FLASHING @ STUCCO
SCALE: NTS



6 SECTION C PARAPET WALL COPING CAP
SCALE: NTS

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REGISTERED ARCHITECT JOSEPH R. HRON 14288 STATE OF TEXAS
09-26-2022

WILLIAMSON COUNTY
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GEORGETOWN, Texas

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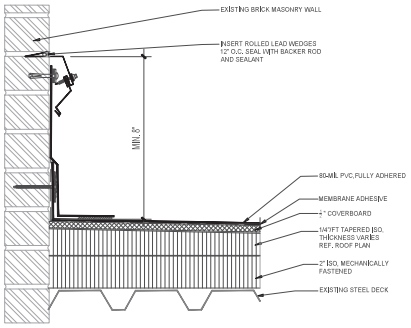

1 SECTION C ROOF TO BRICK RISE WALL
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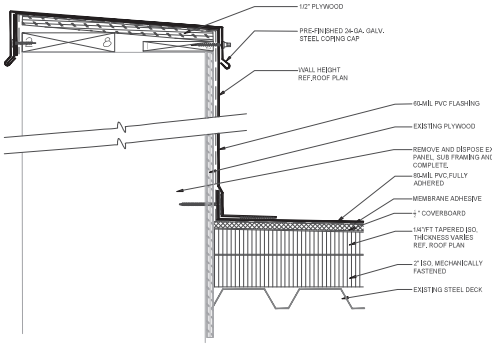

2 SECTION B WALL PANEL MODIFICATION
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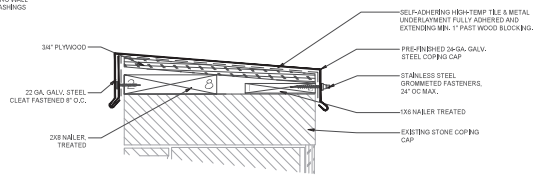

3 COPING CAP @ EXISTING STONE
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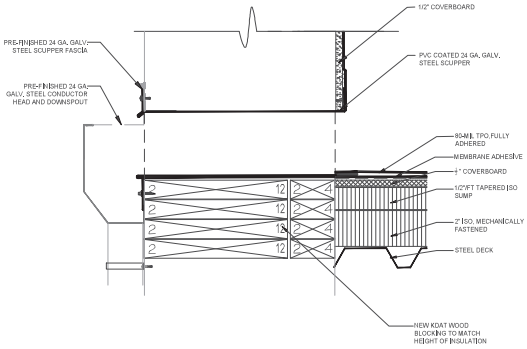
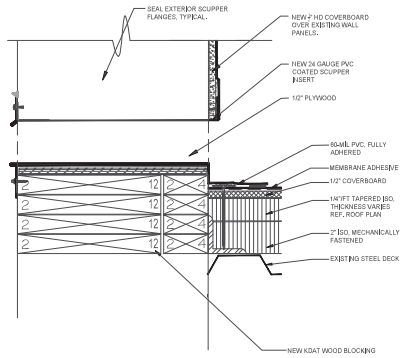
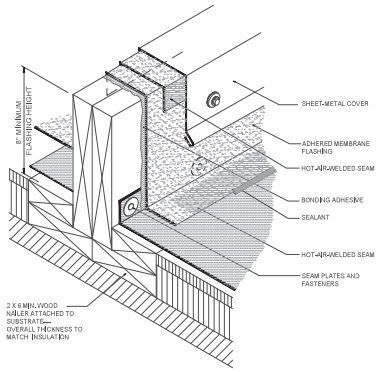


4 THRU WALL ROOF SCUPPER
SCALE: N.T.S.



5 THRU WALL ROOF OVERFLOW SCUPPER
SCALE: NTS



6 THRU WALL ROOF OVERFLOW SCUPPER
SCALE: NTS

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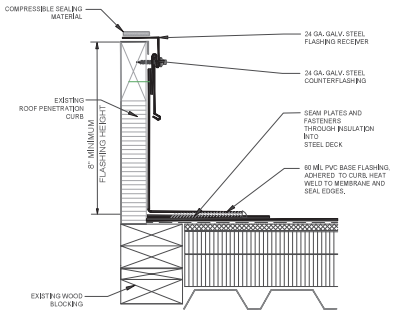

1 EXISTING EQUIPMENT CURB FLASING
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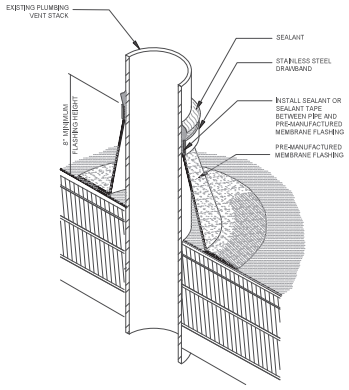
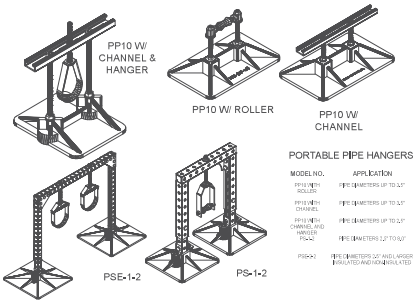


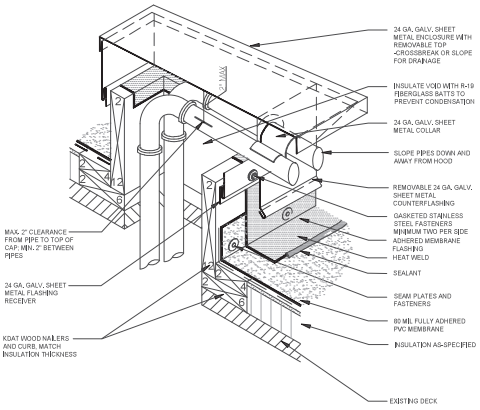
2 PRE-MFD PLUMBING VENT FLASHING
SCALE: 3"= 1'



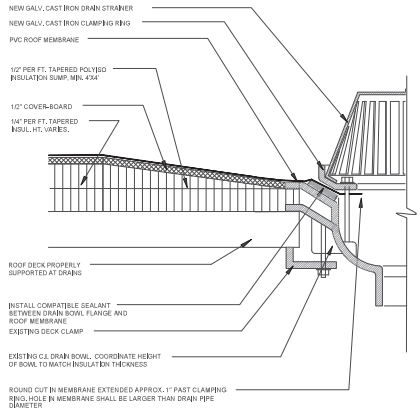
PORTABLE PIPE HANGERS

MODEL NO.	APPLICATION
PP10 WITH ROLLER	PIPE DIAMETERS UP TO 3.5"
PP10 WITH CHANNEL	PIPE DIAMETERS UP TO 3.5"
PP10 WITH CHANNEL AND HANGER PS-1-2	PIPE DIAMETERS UP TO 3.5"
	PIPE DIAMETERS 1.2" TO 10"
PSE-1-2	PIPE DIAMETERS 10" AND LARGER INSULATED AND NON-INSULATED

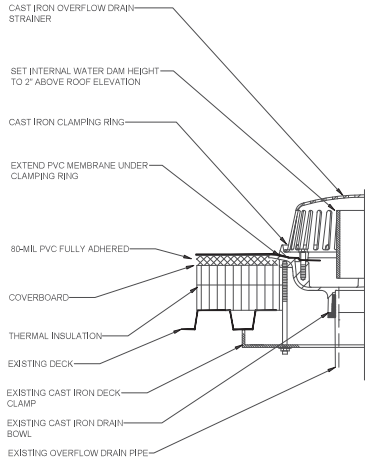
3 ROOFTOP PIPE SUPPORTS
SCALE: N.T.S.



4 PIPE/CONDUIT PENETRATION CURB
SCALE: N.T.S.



5 SUMPED ROOF DRAIN
SCALE: NTS



6 OVERFLOW ROOF DRAIN
SCALE: NTS

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09-26-2022

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GEORGETOWN, Texas

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EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

Minimum Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
   - 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
   - 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
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10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

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

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

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

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

.2 **Prevailing Wage Schedule.** The "Prevailing Wage Schedule" shall be determined by the Owner in compliance with **Texas Government Code, Chapter 2258**. Should the Contractor at any time become aware that a particular skill or trade not reflected on the Owner's Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

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

.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration

award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

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

3.4.2

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

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect.

Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall

be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

3.5.2

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

3.6 TAXES

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

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

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

3.7.2
The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3
If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

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

3.7.5
If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2
Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1
The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise

the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2

Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3

Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All

areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES,

DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner,

will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9

If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS

The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 Review of Bids or Proposals. Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract

Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and

effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8

The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9

Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or

a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph**

8.5.2.2.D and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the

Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the

Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a

condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2
The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3
The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4
When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5
The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of

the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6
The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2

Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3

The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4

The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2

The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3

Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such

policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no

person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3

A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1

The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2

A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9

Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.

Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.

When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12

Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1

Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2

If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1

If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2

If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any

of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1

Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building

codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2

If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3

If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5

If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1

one percent (1%); and

13.6.2

the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1

All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing

portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3

If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1

The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived,

such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

24RFCSP68 RFCSP - Williamson County - CJC Roof Replacement									
09.23.2024									
Evaluation Criteria	Max Points	Absolute Roofing & Waterproofing	Cotton Commercial - Target Solutions	Falkenberg Construction Co., Inc.	JT Vaughn Construction	Port Enterprises Ltd.	RYCARS Construction	Texas Roofing	Trimbuilt Construction
Company experience of similar type and size Projects	15	15	15	15	15	15	15	15	14
Company performance with Government Agencies	15	14	14	15	15	15	15	15	15
Site Superintendent professional experience	15	0	0	7	15	15	15	15	15
Project Manager Professional Experience	15	0	13	13	15	15	15	15	13
Pricing	40	40	28	25	23	19	36	26	25
Proposed Amount		$ 585,750.00	$ 825,325.00	$ 937,000.00	$ 1,041,162.00	$ 1,247,808.00	$ 650,715.00	$ 890,000.00	$ 945,332.34
Total	100	69	70	75	83	79	96	86	82
		2.5 months	3 months	3 months	6 months	4 months	3 months	4 months	4 months

[redacted]

November 15, 2024

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 24RFCSP68
CJC N Roof Replacement – 405 MLK, Georgetown, TX
Recommendation of Agreement Award

After independently and collectively reviewing proposal submissions, the evaluation committee found **RYCARS Construction, LLC** to be the best-suited candidate to reconfigure runoff for downspouts on east side of building, reroof 24,000 sf of the North section, and repair incidental property damages to façade masonry, sidewalks, etc. It is the recommendation of the evaluation committee to award the **CJC N Roof Replacement** project to **RYCARS Construction, LLC.**

Sincerely,

Dale Butler
Senior Director, Facilities Management Department

WILLIAMSON COUNTY
(512) 943-1599
dbutler@wilco.org www.wilcotx.gov
3101 SE 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:
2024-1241459

Date Filed:
11/20/2024

Date Acknowledged:

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

RYCARS 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.

The State of Texas 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.

P615.1009
CJC North Roof Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RYCARS Construction, LLC	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street) (city), LA (state), 70047 (zip code), USA (country).

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

Executed in Jefferson (Parish) County, State of LA, on the 20 day of November (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

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RYCARS 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.

The State of Texas 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.

P615.1009
CJC North Roof Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RYCARS Construction, LLC	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 **51.**

Meeting Date: 12/10/2024

ARPA Agreement Coupland Water Supply Corporation

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA) for $1,253.

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $1,253. Coupland Water Supply has spent to date $375,097 of the $500,000 award.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Agreement $1,253

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 03:59 PM
Form Started By: Jalyn Morris		Started On: 12/04/2024 01:30 PM
Final Approval Date: 12/04/2024		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND COUPLAND WATER SUPPLY CORPORATION FOR THE SEWER PROJECT

WITH FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County, Texas (the "COUNTY"), a political subdivision of the State of Texas, and Coupland Water Supply Corporation ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on the date of the last party's execution below ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF FUNDS") authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, subsequent final rule and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: The maintenance and repair of wastewater collection and process system to ensure reliable consistent waste water treatment to the residents of the Coupland Water Supply Corporation.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to $1,253 **(ONE THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with

state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good

condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission if required by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

Coupland Water Supply Corporation
PO BOX 141
Coupland, TX 78615

XVII.
SEVERABILITY

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

XVIII.
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.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

_____
Authorized Signature

Bill Gravell, Jr.
Printed Name

Date: _____ ,2024

SUBRECIPIENT:

Phil Grimley
Authorized Signature

Phil Grimley
Printed Name

Date: November 27 ,2024

APPENDIX A – Scope of Services

- Install two ceiling fans in new portable building utilizing existing junction boxes. Location: Coupland Wastewater Treatment Plant, 505 FM 1466, Coupland, TX 78615.

APPENDIX B – Program or Project Budget/Allowable Expenses

The total not to exceed amount of the budget and funding under the Agreement to perform the Scope of Services of the Project shall be: $1,253.

Commissioners Court - Regular Session **52.**

Meeting Date: 12/10/2024

ARPA Agreement Coupland Water Supply Corporation

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a subrecipient grant agreement between Williamson County and Coupland Water Supply Corporation for infrastructure improvements to public water and wastewater systems serving the community for reimbursement under The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding for Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) Funds. This agreement is a subrecipient grant agreement in the amount of $17,000. Coupland Water Supply has spent to date $375,097 of the $500,000 award.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ARPA Agreement $17K

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:36 PM
Form Started By: Jalyn Morris		Started On: 12/02/2024 01:25 PM
Final Approval Date: 12/02/2024		

SUBRECIPIENT AGREEMENT BETWEEN WILLIAMSON COUNTY AND Coupland Water Supply Corporation FOR THE SEWER PROJECT

WITH FUNDING FROM: THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

This Subrecipient Agreement ("Agreement") is between Williamson County, Texas (the "COUNTY"), a political subdivision of the State of Texas, and Coupland Water Supply Corporation ("SUBRECIPIENT"), (collectively, the "Parties"), and shall be effective on the date of the last party's execution below ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF FUNDS") authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, subsequent final rule and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Subrecipient's efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows: The maintenance and repair of wastewater collection and process system to ensure reliable consistent waste water treatment to the residents of the Coupland Water Supply Corporation.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf.

For "drinking water" expenditure category definitions, please see:

https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

II.
PAYMENT

The COUNTY shall make available an amount of up to **$17,000 (SEVENTEEN THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

i. Signed Request for Reimbursement (RFR) form
ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

III.
TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

i. Creates a potential threat to health or safety: or
ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV.
AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.
STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

i. Identify and record valid transactions
ii. Record transactions to the proper accounting period in which transactions occurred
iii. Describe transactions in sufficient detail to permit proper classification
iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
v. Adequately identify the source and application of funds of each grant contract
vi. Generate current and accurate financial reports in accordance with contract requirements

VI.
MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with

state or federal law.

VII.
ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII.
INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX.
EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

iv. Adequate maintenance procedures must be developed to keep the property in good

condition.

v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission if required by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

Coupland Water Supply Corporation
PO BOX 141
Coupland, TX 78615

XVII.

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.

XVIII.
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.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

_____
Authorized Signature

Bill Gravell, Jr.
Printed Name

Date: _____ ,2024

SUBRECIPIENT:

Acting Pres.
Authorized Signature

Philip Grimley
Printed Name

Date: 11-6- ,2024

APPENDIX A – Scope of Services

- Add gravel at three lift stations located at:
  - 110 Muery St., Coupland, TX
  - 409 Hoxie St, Coupland, TX; and
  - 550 FM 1466, Coupland, TX.

- Add gravel to the sewer plant located at 505 FM 1466, Coupland, TX.

- Install gravel walk path to creek at 505 FM 1466, Coupland, TX.

- Remove trees by outfall located at 505 FM 1466, Coupland, TX.

APPENDIX B – Program or Project Budget/Allowable Expenses

The total not to exceed amount of the budget and funding under the Agreement to perform the Scope of Services of the Project shall be: $17,000

Commissioners Court - Regular Session **53.**

Meeting Date: 12/10/2024

Granger ARPA Funding

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving allocating $2,042,496 of ARPA Funding to the City of Granger in relation to Utility Improvements.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Granger Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:34 PM
Form Started By: Hal Hawes		Started On: 11/27/2024 10:46 AM
Final Approval Date: 12/02/2024		

CITY OF GRANGER
PO Box 367 • 214 E Davilla St. • Granger, Texas 76530
(512) 859-2755 • (512) 859-2871 (Fax)

grangertx.us

Monica Stojanik
Mayor

Mark Matoska
Mayor Pro Tem

Christy CavnessBradshaw
City Administrator

Council Members
Lori Gick Ron Marx
Lee Weaver Amanda Brosch

November 25, 2024

Mr. Russ Boles
Precinct Four Commissioner
Williamson County
3001 Joe DiMaggio Boulevard, Unit 1300
Round Rock, TX 78665

RE: City of Granger Utility Improvements

Mr. Boles,

Over the past several years, the City of Granger has been replacing aging infrastructure by utilizing the United States Department of Agriculture (USDA) Community Development Block Grant (CDBG) that is administered through Williamson County. Williamson County also provided the city with $500,000 from the County's American Rescue Plan Act (ARPA). Both funding sources are being utilized to replace and improve the City's aging infrastructure. While the funding has been utilized to its maximum capacity for infrastructure replacement, additional funding is needed to facilitate the growth within and surrounding the City. This growth includes a 107-lot subdivision northeast of the city, and a new high school campus east of the city. Both properties were annexed by the City of Granger. Additionally, 87 acres north of the city is being designed as a 253-lot residential subdivision and was also annexed. However, as of the time of this letter, no plat for this property has been filed with the city.

While the growth around the city is on-going, the City's aging infrastructure has declined to a point where there are multiple failures within the system that must be repaired and/or replaced. On the water infrastructure, the City of Granger has two 8-inch water lines that cross under the Union Pacific Railroad and TxDOT's SH 95. One of the lines ruptured under the railroad requiring immediate isolation. Since this line cannot be repaired under the railroad, a new water line crossing is required. This new crossing is being funded by the Willamson County CDBG and ARPA funds. During the design and construction of this line, the east side of the city is served by a single 8-inch water line. This single line is also aging and has the potential for failure. While operating on the single 8-inch line, the city's water system cannot provide emergency fire flow to the east side of the city, including the school campuses.

Granger ISD funded the construction of a new 12-inch water line and 8-inch wastewater line from the new high school campus to the City's 6-inch water line at the northeast side of the city. To provide fire protection to the new school campus, a new 12-inch line must be installed from the elevated storage tank to the school's new 12-inch water line. The new water line crossing was increased from an 8-inch to a 12-inch line to accommodate this fire flow rate. However, the CDBG and ARPA funding only covered approximately half of the 12-inch water line length needed. Approximately 2,400 feet of 12-inch water line is needed to complete the connection to the Granger ISD's water line. This line will be installed along Granger St. to Oak St., then east on Oak St. to Mustang St., connecting to the 12-inch water line installed by Granger ISD.

The City of Granger received CDBG funding to construct a new lift station on Roswell St. and CDBG funding to install a new wastewater line from the existing Fox St. Lift Station north towards the current Granger ISD school campus. With the annexation of the northeast subdivision and new Granger ISD high School campus, both CDBG projects were modified to ensure service to these developments. The northeast subdivision is scheduled to begin construction on infrastructure December 2024 with home construction beginning summer 2025. The Granger ISD high school campus is scheduled to open September 2025.

The wastewater CDBG funding included the installation of a new 12-inch wastewater line from the existing Fox St. Lift Station to the existing school campus. This required a bored crossing of TxDOT's FM 971. With the annexation of the new school campus, this wastewater line was increased to a 15-inch wastewater line and modified to be installed from the new influent lift station at the wastewater treatment facility, north across FM 971, and north along Alligator Rd. This line will also need to be redesigned at a deeper depth to facilitate the school's wastewater line. Granger ISD will fund the wastewater line from Alligator Rd. to the new high school campus. Due to increased construction costs and additional excavation depth, the CDBG funding is no longer adequate and additional funding will be required.

The original lift station CDBG funding included the purchase and installation of a package lift station to replace the existing lift station on Roswell St. However, with the annexation of the new high school campus, and possible development north of the city, and the projected wastewater flow increase due to this growth, city staff requested to use the lift station CDBG funds on a new influent lift station at the existing wastewater treatment facility. However, due to the increase in size from a package lift station to a new influent lift station, the CDBG funding is not adequate, and additional funding would be required.

To address the need for additional funding, the city applied to USDA for Rural Development (RuD) funding to construct a new wastewater treatment facility, which included additional funding for the influent lift station and wastewater line construction. The RuD funding will not be available for 8-12 months and will not be available in time for the new Granger High School campus to open in September 2025. Therefore, the City of Granger requests funding assistance to complete the 12-inch water line construction, the modification and construction of the 15-inch wastewater line, and design and

construction of the new influent lift station. A breakdown of the requested funding is provided in the table below.

City of Granger Funding Request	
12-inch Water Line	$1,035,096
15-inch Wastewater Line	$356,800
Influent Lift Station	$650,600
Total	**$2,042,496**

If you have any questions or need any additional information, please contact me at (512) 560-1515 or by email at monicastojanik@cityofgranger.org.

Thank you,

Monica Stojanik
Mayor
City of Granger

Commissioners Court - Regular Session **54.**

Meeting Date: 12/10/2024

Salamander Litigation

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action authorizing the filing of a Complaint for Declaratory Judgment and Injunctive Relief against the Department of the Interior ("Department"), the U.S. Fish and Wildlife Service ("Service"), and other necessary parties for violations of the Administrative Procedure Act and the Endangered Species Act ("ESA") in connection with designation of critical habitat for ESA-listed species; specifically, the Department and the Service's unlawful promulgation of the final rule designating critical habitat for the Georgetown salamander (Eurycea naufragia) and Salado salamander (Eurycea chisholmensis) in Williamson County, Texas.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:45 PM
Form Started By: Hal Hawes		Started On: 12/04/2024 05:33 PM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **55.**

Meeting Date: 12/10/2024

Budget Amendment General Fund Revenue

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 order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to General Fund Revenue.

Background

This budget amendment is to recognize Insurance Reimbursement for damages at the Expo Center by a party renting the facility. The insurance company for the at fault party covered this expense. The funds will be used to make necessary repairs at the Expo.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursement	$12,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:54 PM
Form Started By: Julie Kiley		Started On: 12/05/2024 08:18 AM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **56.**

Meeting Date: 12/10/2024

Budget Amendment Parks Department

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 order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment for the Parks Department.

Background

This budget amendment is to recognize Insurance Reimbursement for damages at the Expo Center by a party renting the facility. The insurance company for the at fault party covered this expense. The funds will be used to make necessary repairs at the Expo.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.004510	Facility Repairs	$12,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:55 PM
Form Started By: Julie Kiley		Started On: 12/05/2024 08:25 AM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **57.**

Meeting Date: 12/10/2024

Approval of Amendment to Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp for Information Systems

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing an Amendment for Work Order with Unified Enterprise Support Services from Microsoft Corp, Agreement #202517, under vendor contract #U9038431 with the Texas Department of Information Resources contract DIR-CPO-4911, approved by CC on 10.8.2024 Agenda Item #31 for an additional engagement in the amount of $26,860.00, and authorizing the execution of the Amendment.

Background

The CC approved the Work Order Agreement on 10.8.2024 Agenda Item #31 for the support of Williamson County Information System's efforts to maintain all Microsoft platforms throughout Williamson County. The Amendment in the amount of $26,860.00 complies with Local Government Code §262.031 Changes in Plans and Specification and is within 25% of the 10.8.2024 approved Work Order Agreement in the amount of $397,385.81. Funding source is 01.0100.0503.004505 per FY25 budget. The Point of Contact is Alison Gleason. Texas Ethics Commission Form 1295 is not required as the vendor is a publicly traded company.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Work Order Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/05/2024 10:54 AM
County Judge Exec Asst.	Delia Colon	12/05/2024 10:58 AM
Form Started By: Theresa Gross		Started On: 11/25/2024 03:53 PM
Final Approval Date: 12/05/2024		

Amendment: Microsoft Enterprise Services Work Order

TX DIR CPO-4911

Enterprise Services Work Order	AMDGVS12411-100306 1003062-1005423
Amendment number	1

This amends the Enterprise Services Work Order noted above, between County Of Williamson and Microsoft and is effective as of the date that Microsoft signs this Amendment.

Amendment

The Support Services of the Enterprise Services Work Order is hereby deleted and replaced in its entirety with:

Services by Support Location:

ADD-ON Amendment | Unified Proactive Svcs Enterprise Security - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onboarding Accelerator - Deployment and Migration Assistance for Active Directory Certificate Services Base	Onboarding Services

Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if

applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice.

Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date (M/d/yyyy)	Fee USD
ADD-ON Amendment | Unified Proactive Svcs Enterprise Security - 2024-25	11/1/2024	26,860.00
Total Fees (excluding taxes)		**26,860.00**

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released, and generally available Microsoft products, and cloud services subscriptions purchased by Customer or Customer's Affiliate: i) under the licensing enrollments and agreements, as indicated in Appendix A; and ii) during the Term of this Work Order. Such products and subscriptions exclude those purchased by any party that is not Customer's Affiliate as of the Support Commencement Date.

The Support Payment details of the Enterprise Services Work Order is hereby deleted and replaced in its entirety with:

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment | Add On	11/1/2024	26,860.00
Total Fees (excluding taxes)		**26,860.00**

Effect of Amendment

Except as specifically amended by this amendment, all other provisions of the Agreement shall remain unchanged, and in full force and effect.

Customer
Name of Customer (please print) **County of Williamson**
Signature
Name of person signing (please print)
Title of person signing (please print)
Signature date
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name **Microsoft Corporation**
Signature Josh Stikeleather
Name of person signing (please print) Josh Stikeleather
Title of person signing (please print) Support Specialist
Signature date (effective date) 11/18/2024

Microsoft

Microsoft Enterprise Services Work Order TX DIR CPO-4911

Work Order Number *(Microsoft Affiliate to complete)*	GVS12411-1003062-1003062

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement reference **U9038431** , effective as of **11/15/2021** (the "Agreement"), the provisions of the Description of Services applicable to the Professional Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. This Work Order is effective as of the date that Microsoft signs this Work Order. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer
Name of Customer (please print) **County of Williamson**
Signature Bill Gravell (Oct 8, 2024.11:30 CDT)
Name of person signing (please print) Bill Gravell
Title of person signing (please print) County Judge
Signature date Oct 8, 2024
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)

Microsoft Affiliate
Name **Microsoft Corporation**
Signature Josh Stikeleather (Sep 19, 2024 17:27 EDT)
Name of person signing (please print) Josh Stikeleather
Title of person signing (please print) Support Specialist
Signature date (effective date) 09/19/2024

Customer invoice information		
Name of Customer County Of Williamson		Contact Name (Receives invoices under this Work Order) Alison Gleason
Street Address Info Technology Srvs 301 SE Inner Loop-Suite 105		Contact E-Mail Address agleason@wilco.org
City Georgetown	State/Province TX	Phone 512-943-1680
Country United States	Postal Code 78626-8207	Fax

Support Services and Fees

Term.

Microsoft Enterprise Support Services will commence on **11/1/2024** (the "Support Commencement Date") and will expire on **10/31/2027** (the "Support Expiration Date").

Description of Services.

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/unified-support-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

Services by Support Location:

YEAR 1 | Enhanced Designated Engineering | Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 1 | Unified Enterprise Support - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment

Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 1 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2024-25 USA - SLG - Enterprise West 11/1/2024 - 10/31/2025		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support
1 ea	AI Governance Essentials 3D	IT Service Management

YEAR 2 | Enhanced Designated Engineering | Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type

Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 2 | Unified Enterprise Support - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education
Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 2 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2025-26 USA - SLG - Enterprise West 11/1/2025 - 10/31/2026		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

YEAR 3 | Enhanced Designated Engineering | Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
200 hr	Enhanced Designated Engineering Modern Work	Designated Support Engineering

YEAR 3 | Unified Enterprise Support - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Enterprise Advisory Support Hours As-needed	Advisory Services
Included	Enterprise Azure Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise On-demand Assessment	On-Demand Assessment
Included	Enterprise On-Demand Assessment - Setup and Config Service As-needed	On-Demand Assessment Remote
Included	Enterprise On-Demand Education	On-Demand Education

Included	Enterprise Online Support Portal	Administrative
Included	Enterprise Problem Resolution Hours As-needed	Problem Resolution Support
Included	Enterprise Reactive Support Management	Service Delivery Management
Included	Enterprise Service Delivery Management	Service Delivery Management
Included	Enterprise Webcasts As-Needed	Webcast
Included	Reactive Enabled Contacts	Problem Resolution Support

YEAR 3 | Unified Proactive Services Add on | Unified Proactive Svcs Enterprise Modern Work - 2026-27 USA - SLG - Enterprise West 11/1/2026 - 10/31/2027		
Quantity	Service	Service Type
Included	Service Delivery Management Extended	Service Delivery Management
1 ea	Onsite Visit	Onsite Support

Support Services Fees.

The items listed in the table above represent the services that Customer has purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are non-refundable and prepaid at year one and subsequent anniversaries of the Support Commencement Date. Before Microsoft commences provision of Microsoft Support Services, Microsoft must receive a signed copy of this Work Order and Customer's payment, purchase order or, if applicable, completed Customer invoice information above. Microsoft will invoice Customer, and Customer agrees to pay Microsoft within **30** calendar days of the date of Microsoft invoice. Please note that failure of payment to Microsoft may result in service

suspension. Microsoft reserves the right to adjust Microsoft fees in connection with implementing any changes requested by Customer to the Microsoft Support Services ordered herein. Any modified fees will be documented in an amendment.

Support Services **Fee Summary**	**Year 1** 11-01-2024 – 10-31-2025	**Year 2** 11-01-2025 – 10-31-2026	**Year 3** 11-01-2026 – 10-31-2027	**Total**
Appraised Product Spend	USD 1,027,876.00	USD 1,027,876.00	USD 1,027,876.00	USD 3,083,628.00
Enterprise Microsoft Unified	USD 79,861.37	USD 79,861.37	USD 79,861.37	USD 239,584.11
Adjustments	(USD 15,173.59)	(USD 6,388.88)	(USD 5,749.99)	(USD 27,312.46)
Sub-Total: Microsoft Unified	USD 64,687.78	USD 73,472.49	USD 74,111.38	USD 212,271.65
Proactive Services Add-on	USD 103,330.00	USD 89,302.50	USD 92,358.50	USD 280,991.00
Adjustments	(USD 14,882.77)	(USD 5,144.23)	(USD 4,849.84)	(USD 24,876.84)
Subtotal Add-Ons	USD 88,447.23	USD 84,158.27	USD 87,508.66	USD 256,114.16
Flex Allowance	(USD 25,000.00)	(USD 25,000.00)	(USD 25,000.00)	(USD 75,000.00)
Total Fees (excluding taxes)	**USD 128,135.01**	**USD 132,630.76**	**USD 136,620.04**	**USD 397,385.81**

*The Microsoft Unified fees described above are based on a tiered rate structure along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's Microsoft Unified fees for the **3 Years** Support Term.

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, Microsoft will recalculate the associated Microsoft Unified fees for the upcoming contract year. The recalculated Microsoft Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below. Microsoft will invoice the customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Support Services Fee Summary table above. Customer agrees to pay Microsoft such additional amounts within **30** calendar days of the date of Microsoft's invoice. Please note that failure of payment to Microsoft may result in service suspension. Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, Microsoft may apply the additional Flex Allowance towards new proactive credits.

Microsoft Unified – Rate Table			
Enterprise package	**Server**	**User**	**Azure**
Year 2 Discounted Rate %	9.2%	6.9%	9.2%
Year 3 Discounted Rate %	9.28%	6.96%	9.28%

Appraised Product Spend by Category				
	Server	**User**	**Azure**	**TOTAL**
Year 1	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 2	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00
Year 3	USD 88,890.15	USD 917,051.16	USD 21,935.11	USD 1,027,876.00

Billing Schedule	Billing Date (M/d/yyyy)	Fee USD
One Time Payment	11/1/2024	128,135.01
One Time Payment	11/1/2025	132,630.76
One Time Payment	11/1/2026	136,620.04
Total Fees (excluding taxes)		**397,385.81**

Customer Named Contact(s).

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Alison Gleason		
Street Address 301 SE Inner Loop Ste 104	Contact E-Mail Address agleason@wilco.org	
City GEORGETOWN	State/Province TX	Phone 512-943-1680

Country	Postal Code	Fax
United States	78626-8207	

Use, ownership, restrictions and rights.

Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the information about Microsoft Products and Professional Services available through volume licensing. The Product Terms are published on the Volume Licensing Site and is updated from time to time. "Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

Fixes.

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables.

Affiliates' rights

"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Customer may sublicense the rights contained in this section relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

Restrictions on use.

Customer must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Work Order or Product documentation, Customer must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend any Products, Fixes, or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

Reservation of rights.

Products, Fixes, and Services Deliverables are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Microsoft Professional Services Data Protection Addendum and Confidentiality.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft by, or on behalf of, Customer (or that Customer authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Microsoft to obtain Professional Services.

The data protection terms applying to Professional Services in effect on the effective date of this Work Order and available at https://aka.ms/eswodpa are incorporated herein by this reference.

For liability arising out of either party's confidentiality obligations relating to Professional Services Data provided under this Work Order, each party's maximum, aggregate liability to the other is limited to direct damages finally awarded in an amount not to exceed the amounts Customer paid for the applicable Professional Services under this Work Order.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft Contact Name Leslie Foster	
Phone	Contact E-Mail Address v-lfoster@microsoft.com

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which Microsoft will provide support services as defined within this Work Order.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number/Billing Account ID
WILLIAMSON COUNTY	Enterprise 6	77605578
WILLIAMSON COUNTY-77605578-AZURE COMMERC	Enterprise 6	7348690
WILLIAMSON COUNTY-77605578-AZURE WC	Enterprise 6	6382663
WILLIAMSON COUNTY	Select Plus	7118883

Agenda Item #31, CC 10.08.2024 Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp (Barbi)

Final Audit Report 2024-10-08

Created:	2024-10-07
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVJYSjKcxe2gJa3r8zbjZKZpt8zOSs9z5

"Agenda Item #31, CC 10.08.2024 Work Order Agreement for Unified Enterprise Support Services from Microsoft Corp (Barbi)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-07 - 7:12:16 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-07 - 7:13:18 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-07 - 7:50:38 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-08 - 3:54:22 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-08 - 3:54:22 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-08 - 4:30:41 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-08 - 4:30:52 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-10-08 - 4:30:52 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **58.**

Meeting Date: 12/10/2024

Approval of Annual Maintenance for Public Safety CAD/RMS from Superion LLC, a Central Square Technologies Company 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 Agreement #202578 for Annual Public Safety Maintenance between Williamson County and Superion LLC, a Central Square Technologies Company, in the amount of $608,523.97 for one year and exempting the purchase from competitive requirements per Texas Local Government Code §262.024(a)(7)(D)[captive replacement parts or components for equipment].

Background

Approval of this purchase will continue the use of Public Safety software to include CAD (computer aided dispatch), RMS (records management system), OneSolution, TriTech, CryWolf, Superion and Tellus branded software, including Licensing, Maintenance, Support, modification and training. The County currently owns and utilizes multiple products within the CentralSquare line and CentralSquare is the sole provider of annual maintenance for their products. We will continue use of this system through December 31, 2025, while the County implements the software replacement system. Budget, Contract Audit and General Council have approved. Origination ID: 1639. Funding Source is 01.0100.0523.004505 for FY25. Point of contact is Janessa Stephens.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Superion Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 05:39 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 10:33 AM
Form Started By: Barbi Hageman		Started On: 11/26/2024 09:29 AM
Final Approval Date: 12/05/2024		

CENTRALSQUARE

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

Renewal Order #: [redacted]
Start Date: January 1, 2025
End Date: December 31, 2025
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Tammy McCulley, Office Manager
Williamson County Sheriff's Office
301 SE Inner Loop Road, Suite 105
Georgetown, TX 78626
(512) 943-1300

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Annual Fee P2P - Crimes Annual Maintenance Fee	1	0.00 USD
2.	CryWolf Alarm Full Use Additional Workstation Annual Maintenance Fee	3	1,575.96 USD
3.	CryWolf Alarm Full Use Workstation Annual Maintenance Fee	1	8,450.64 USD
4.	CryWolf Alarm Program Web Page Annual Maintenance Fee	1	1,578.63 USD
5.	CryWolf Payment Web Portal	1	1,206.09 USD
6.	HipLink Interface	1	255.71 USD
7.	JMS-MS DISPLAY Annual Maintenance Fee	1	7,981.87 USD
8.	ONESolution Accident Annual Maintenance Fee	1	2,261.50 USD
9.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	1,346.94 USD
10.	ONESolution Animal Control Annual Maintenance Fee	1	1,995.47 USD
11.	ONESolution Asset Management Annual Maintenance Fee	1	2,261.50 USD
12.	ONESolution Automated Secure Alarm Protocol Interface (ASAP) Annual Maintenance Fee	1	3,377.04 USD
13.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	2,527.61 USD
14.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	6	2,545.69 USD
15.	ONESolution CA Brazos Technologies Citation Import Interface Annual Maintenance Fee	1	3,489.61 USD
16.	ONESolution CAD Client AVL License Annual Maintenance	7	2,633.33 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Fee		
17.	ONESolution CAD Client AVL License Annual Maintenance Fee	4	1,322.99 USD
18.	ONESolution CAD Client AVL License Annual Maintenance Fee	19	7,961.93 USD
19.	ONESolution CAD Console License Annual Maintenance Fee	7	14,550.67 USD
20.	ONESolution CAD Console License Annual Maintenance Fee	12	21,012.29 USD
21.	ONESolution CAD Console License Annual Maintenance Fee	4	5,707.86 USD
22.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	7	5,968.81 USD
23.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	2,244.91 USD
24.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	18	18,857.07 USD
25.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	4	1,756.27 USD
26.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	21	9,428.21 USD
27.	ONESolution CAD Roster Annual Maintenance Fee	1	1,945.56 USD
28.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,567.87 USD
29.	ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	2,138.02 USD
30.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	5,318.84 USD
31.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	5,318.84 USD
32.	ONESolution CAD to FATPOT Hub Interface Annual Maintenance Fee	1	5,318.84 USD
33.	ONESolution Calls For Service Annual Maintenance Fee	1	1,995.47 USD
34.	ONESolution Canine Tracking Annual Maintenance Fee	1	1,463.33 USD
35.	ONESolution Civil Processing Annual Maintenance Fee	1	6,917.60 USD
36.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	27,821.80 USD
37.	ONESolution Crime Analysis Annual Maintenance Fee	1	3,325.78 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

38.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	6,734.73 USD
39.	ONESolution Crime Lab	1	1,543.78 USD
40.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	2,660.62 USD
41.	ONESolution E911 Interface Annual Maintenance Fee	1	1,945.56 USD
42.	ONESolution EMS Charts Interface Annual Maintenance Fee	1	2,138.02 USD
43.	ONESolution EMS Charts Interface Annual Maintenance Fee	1	1,339.17 USD
44.	ONESolution Field Training Online Annual Maintenance Fee	1	1,181.96 USD
45.	ONESolution Fire ProQA/Paramount Interface Annual Maintenance Fee	1	2,244.91 USD
46.	ONESolution Freedom Base Annual Maintenance Fee	1	4,565.36 USD
47.	ONESolution Freedom Base-NS	1	268.02 USD
48.	ONESolution Freedom Premium	3	257.29 USD
49.	ONESolution Freedom Premium Annual Maintenance Fee	1	85.76 USD
50.	ONESolution Freedom Premium Annual Maintenance Fee	1	85.76 USD
51.	ONESolution Freedom Premium Annual Maintenance Fee	1	85.76 USD
52.	ONESolution Freedom Premium Annual Maintenance Fee	2	180.14 USD
53.	ONESolution Freedom Premium Annual Maintenance Fee	12	1,134.69 USD
54.	ONESolution Gang Annual Maintenance Fee	1	1,995.47 USD
55.	ONESolution Generic Permit Annual Maintenance Fee	1	2,261.50 USD
56.	ONESolution Intelligence Annual Maintenance Fee	1	1,900.45 USD
57.	ONESolution Law ProQA/Paramount Interface Annual Maintenance Fee	1	2,244.91 USD
58.	ONESolution Link Analysis Annual Maintenance Fee	1	9,312.17 USD
59.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	9,977.34 USD
60.	ONESolution MCT Client AVL License Annual Maintenance Fee	50	1,276.29 USD
61.	ONESolution MCT Client AVL License Annual Maintenance Fee	600	8,358.19 USD
62.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	350	18,955.74 USD
63.	ONESolution MCT Client License for Message Switch Annual	7	351.15 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Maintenance Fee		
64.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	50	2,552.56 USD
65.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	50	10,210.25 USD
66.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	450	41,613.60 USD
67.	ONESolution MCT Client-MAPS Annual Maintenance Fee	50	1,276.29 USD
68.	ONESolution MCT Client-MAPS Annual Maintenance Fee	450	8,446.83 USD
69.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	2,138.02 USD
70.	ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	2,244.91 USD
71.	ONESolution MFR Client Annual Maintenance Fee	250	32,261.30 USD
72.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	175	14,200.81 USD
73.	ONESolution MFR Client-Citation Annual Maintenance Fee	175	14,200.81 USD
74.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	50	5,321.66 USD
75.	ONESolution MFR Client-Property & Evidence Voucher Annual Maintenance Fee	1	0.00 USD
76.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	250	6,451.55 USD
77.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	10,476.22 USD
78.	ONESolution Mobile Server Software Annual Maintenance Fee	1	21,907.37 USD
79.	ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	1,346.94 USD
80.	ONESolution Multi-Jurisdictional RMS Option Annual Maintenance Fee	1	1,463.33 USD
81.	ONESolution Notification Annual Maintenance Fee	1	5,845.70 USD
82.	ONESolution Odyssey Citation Interface Annual Maintenance Fee	1	1,463.33 USD
83.	ONESolution Odyssey JMS Interface Annual Maintenance Fee	1	1,900.45 USD
84.	ONESolution Odyssey Warrant Interface Annual Maintenance	1	1,900.45 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Fee		
85.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	6,334.82 USD
86.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	6,334.82 USD
87.	ONESolution Pagegate Interface Annual Maintenance Fee	1	299.33 USD
88.	ONESolution Pawn Shop/Pawn Watch Annual Maintenance Fee	1	3,325.78 USD
89.	ONESolution Pictometry Visual Intelligence Interface Annual Maintenance Fee	1	2,138.02 USD
90.	ONESolution Police-to-Citizen Annual Maintenance Fee	1	3,990.92 USD
91.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
92.	ONESolution Problem-Oriented Policing	1	1,458.03 USD
93.	ONESolution Professional Standards - Annual Maintenance Fee OSSI Site Professional Standards (Internal Affairs) Module	1	4,656.10 USD
94.	ONESolution Property & Evidence Annual Maintenance Fee	1	5,067.87 USD
95.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	0.00 USD
96.	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee OSSI RMS Custom - Interface to Tyler's Mugshot System	1	2,533.91 USD
97.	ONESolution Quartermaster Annual Maintenance Fee	1	5,321.26 USD
98.	ONESolution Racial Profiling Annual Maintenance Fee	1	1,330.32 USD
99.	ONESolution Records Management System Site License Upgrade Annual Maintenance Fee	1	32,370.90 USD
100.	ONESolution Remote Lineup Annual Maintenance Fee	1	3,325.78 USD
101.	ONESolution Residential Security Watch Annual Maintenance Fee	1	1,995.47 USD
102.	ONESolution Rip & Run Printing/Faxing Annual Maintenance Fee	1	1,852.91 USD
103.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	5,321.26 USD
104.	ONESolution RMS Training Module Annual Maintenance Fee	1	3,325.78 USD
105.	ONESolution Sex Offender Annual Maintenance Fee	1	3,990.92 USD
106.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	5,701.32 USD
107.	ONESolution Zetron Model 3030 TDD Interface Annual	1	1,646.24 USD

Renewal Order prepared by:
Maggie Parker
maggie.parker@centralsquare.com

	Maintenance Fee		
108.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom - CAD to CAD with AVL and Unit Status	1	11,402.65 USD
109.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom Modification-Purvis Fire Alerting System Interface	1	3,664.09 USD
110.	OSSI CAD Custom Modifications - Annual Maintenance Fee OSSI CAD Custom-Interface to Deccan's Live MUM and Wall Map Products	1	5,701.32 USD
111.	OSSI-CAD Custom-Interface to Tyler's Legacy RMS	1	2,280.55 USD
112.	Unify Annual Maintenance	1	17,415.93 USD

Renewal Order Total: 608,523.97 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

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:
2024-1242379

Date Filed:
11/22/2024

Date Acknowledged:
11/26/2024

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

Superion, LLC, a CentralSquare Technologies Company
Lake Mary, 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 Sheriff

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.

202578
2025 Renewal ONESolution CAD/MCT/MFR (Q-168026)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kotzabasakis, Manolis	Lake Mary, FL United States	X	
Grilliot, Sara	Lake Mary, FL United States	X	
Medintz, Barry	Lake Mary, 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)

Docusign Envelope ID: D78027E7-8902-4193-ACDD-0BA671A48FB2

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:
2024-1242379

Date Filed:
11/22/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Superion, LLC, a CentralSquare Technologies Company
Lake Mary, 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 Sheriff

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.
202578
2025 Renewal ONESolution CAD/MCT/MFR (Q-168026)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Kotzabasakis, Manolis	Lake Mary, FL United States	X	
Grilliot, Sara	Lake Mary, FL United States	X	
Medintz, Barry	Lake Mary, 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 _____ _____, _____, _____, _____, USA
(street) (city) (state) (zip code) (country)

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

Executed in Seminole County, State of Florida, on the 22nd day of November, 20 24
(month) (year)

DocuSigned by:
Barry Medintz
3EE5CC45504B4EE...
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **59.**

Meeting Date: 12/10/2024

CM Office

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Commissioners Court

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the departments that will report to the County Manager's Office.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 03:58 PM
Form Started By: Rebecca Clemons		Started On: 11/19/2024 02:00 PM
Final Approval Date: 12/02/2024		

Commissioners Court - Regular Session **60.**

Meeting Date: 12/10/2024

Death Inquest Investigator Public Hearing

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Judge

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

9:30 am Conduct public hearing related to a request from the County Manager's Office to add additional funding for new positions approved during the FY2025 Budget Process from Non-Departmental to the Death Inquest Departmental Budget for the position of Death Inquest Investigators (2) and Senior Death Inquest Investigators (2) and discuss (1) the reason for the funding transfer, including the public purpose that will be served by transferring the funding; and (2) the exact amount of the funding transfer, the sources of the payment, and the terms for distribution of the payment that effect and maintain the public purpose to be served if any excess is needed.

Background

1. The reason for the funding transfer is to a) reclassify all four positions based on current job descriptions and fund at the minimums of each grade and b) approve additional funding on two positions as attached for experienced applicants in senior roles. Both the reclassification and additional funding request would be within policy. The public will be well served by the role these positions will play in establishing an experienced team.
2. The funding to be transferred is $47,827.06 (details attached), which will be paid through the normal bi-weekly payroll. This is a new department, and the public would be well served by allowing us to move forward to hiring candidates with direct related experience within like roles.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DII

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/04/2024 03:50 PM
Form Started By: Becky Pruitt		Started On: 12/04/2024 01:05 PM
Final Approval Date: 12/04/2024		

Death Investigators

Current Grade	Current min	15%	New Grade	New Min	15%	Salary Request	Diff. to Current Min	Difference to New Min Requested
B.28	$ 61,724.40	$ 70,983.06	B.30	$ 68,157.61	$ 78,381.25	$ 68,157.61	$ 6,433.21	$ -
	$ 61,724.40	$ 70,983.06		$ 68,157.61	$ 78,381.25	$ 68,157.61	$ 6,433.21	$ -
							$ 12,866.42	

Senior Death Investigator

Current Grade	Current min	15%	New Grade	New Min	15%	Salary Request	Diff. to Current Min	Difference to New Min	
B.31	$ 71,590.35	$ 82,328.90	B.32	$ 75,240.61	$ 86,526.70	$ 86,000.00	$ 14,409.65	$ 10,759.39	14.3% over new min
B.28	$ 61,724.40	$ 70,983.06	B.32	$ 75,240.61	$ 86,526.70	$ 86,000.00	$ 24,275.60	$ 10,759.39	14.3% over new min
							$ 38,685.25		

$ 51,551.67 Salary for 12 months

	9 Months
Salary	$ 38,663.75
FICA	$ 2,957.78
Retirement	$ 6,205.53
	$ 47,827.06

Commissioners Court - Regular Session **61.**

Meeting Date: 12/10/2024

DII Agenda

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Judge

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a reclassification and additional funding for PCN's 2208, 2209, and 2210 - Death Inquest Investigators and PCN 2207 - Senior Death Inquest Investigator.

Background

The attached back-up details the funding request for two Death Inquest Investigators (DII) at the new grade minimum, if approved, which is close to the applicants' requested salaries. We would also request an increase for the other two, more experienced investigators. One would go into the existing Senior DII role and the other would fill the newly reclassified Senior DII role. During the budget process there were a few conversations about funding new positions at the minimums of 8% or 15% over the minimums to allow some flexibility for experience and no merit funding on new positions. The Court's position was to fund them at the minimum with direction to review any requests for additional funds separately, as needed. The funding request attached is in two parts. One part of the funding is for new grade minimums and the other is for additional funding over the new grade minimums for the two Senior positions.

After we started reviewing applications and interviewing two weeks ago, we had several qualified applicants all requesting over the asking salary. After researching, it looks like the original request discussed was more entry level for three, then maybe having one be a manager, also with only a few years of experience. When the comparisons were looked at, the salary assessed was for that. Throughout the process, an adjustment was made to require a more experienced team with a lead instead of a supervisor, understandably, since this is a new office and all the team would be on shift, but the grade recommended was not adjusted. Additionally, I would request we have two Senior roles to assist in coverage for a department that is 24/7, 365 days a year. I have spoken with the Compensation team, and they feel like a small increase would be appropriate based on the market and the advertised minimum qualifications. Below details the request to tackle both adjustments.

- Reclassify all four positions to grades 30 and 32, respectively.
- This moves the new minimums to us normally needing additional funding on 2 positions, instead of 4.
- We still have to request the funding for all changes, since the new minimums require it also.
- The two additional funding requests would be below the 15% rule at approx. 14.3% each.
- Total funding request is $47,827.06 for the 9 months left for FY25. This includes the 2 moves to new minimums and the two moves over minimum.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DII

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/04/2024 03:56 PM

Form Started By: Becky Pruitt Started On: 12/04/2024 01:08 PM
Final Approval Date: 12/04/2024

Death Investigators

Current Grade	Current min	15%	New Grade	New Min	15%	Salary Request	Diff. to Current Min	Difference to New Min Requested
B.28	$ 61,724.40	$ 70,983.06	B.30	$ 68,157.61	$ 78,381.25	$ 68,157.61	$ 6,433.21	$ -
	$ 61,724.40	$ 70,983.06		$ 68,157.61	$ 78,381.25	$ 68,157.61	$ 6,433.21	$ -
							$ 12,866.42	

Senior Death Investigator

Current Grade	Current min	15%	New Grade	New Min	15%	Salary Request	Diff. to Current Min	Difference to New Min	
B.31	$ 71,590.35	$ 82,328.90	B.32	$ 75,240.61	$ 86,526.70	$ 86,000.00	$ 14,409.65	$ 10,759.39	14.3% over new min
B.28	$ 61,724.40	$ 70,983.06	B.32	$ 75,240.61	$ 86,526.70	$ 86,000.00	$ 24,275.60	$ 10,759.39	14.3% over new min
							$ 38,685.25		

$ 51,551.67 Salary for 12 months

	9 Months
Salary	$ 38,663.75
FICA	$ 2,957.78
Retirement	$ 6,205.53
	$ 47,827.06

Commissioners Court - Regular Session **62.**

Meeting Date: 12/10/2024

DII Agenda

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Judge

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Death Inquest Department.

Background

Please see line-item transfer information as submitted.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	$22,586.76
From	0100.0409.001100	Full Time Salaries	$20,404.45
From	0100.0409.002010	FICA	$1,560.94
From	0100.0409.002020	Retirement	$3,274.91
To	0100.0566.001100	Full Time Salaries	$38,663.75
To	0100.0566.002010	FICA	$2,957.78
To	0100.0566.002020	Retirement	$6,205.53

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/04/2024 03:25 PM
Budget Office	Saira Hernandez	12/05/2024 08:13 AM
Form Started By: Becky Pruitt		Started On: 12/04/2024 01:10 PM
Final Approval Date: 12/05/2024		

Commissioners Court - Regular Session **63.**

Meeting Date: 12/10/2024

Political and Social Expression

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Judge

Department: Commissioners Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a new policy regarding political and social expression for officials and employees while using Willimason County property.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

draft policy

draft policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	12/06/2024 12:53 PM
Form Started By: Becky Pruitt		Started On: 12/05/2024 08:08 AM
Final Approval Date: 12/06/2024		

POLITICAL AND SOCIAL EXPRESSION

I. POLICY

In the interest of preventing actual or expected workplace disruption and promoting harmony and professionalism among co-workers and the public, it is necessary to maintain a neutral presence respectful of differing viewpoints in employee workspaces, break areas, restrooms, County-owned vehicles, or in public view, including interior and exterior windows, areas which are not intended to serve as a forum for free expression by the public. activity or promotion of personal or social causes, including but not limited to, the display of symbols, posters, images, signs, flags and memorabilia, unrelated to the department's or office's official sentiments related to its public duties and operations are prohibited on or in these locations.

II. VIOLATIONS

A violation of this policy may result in corrective action, up to and including termination.

III. APPLICATION

This policy applies to all officials and employees and their use of County property. This includes, but is not limited to, all County-owned property, vehicles, equipment, buildings and/or offices, as well as County borrowed, leased, or temporary property or locations.

IV. RELATED POLICIES

Nothing in this policy shall be deemed as supplanting or otherwise affecting what is outlined or required in the Williamson County Employee Policy Manual.

POLITICAL AND SOCIAL EXPRESSION

I. POLICY

In the interest of preventing actual or expected workplace disruption and promoting harmony and professionalism among co-workers and the public, it is necessary to maintain a neutral presence respectful of differing viewpoints in employee workspaces, break areas, restrooms, County-owned vehicles, or in public view, including interior and exterior windows, areas which are not intended to serve as a forum for free expression by the public. activity or promotion of personal or social causes, including but not limited to, the display of symbols, posters, images, signs, flags and memorabilia, unrelated to the department's or office's official sentiments related to its public duties and operations are prohibited on or in these locations.

II. VIOLATIONS

A violation of this policy may result in corrective action, up to and including termination.

III. APPLICATION

This policy applies to all officials and employees and their use of County property. This includes, but is not limited to, all County-owned property, vehicles, equipment, buildings and/or offices, as well as County borrowed, leased, or temporary property or locations.

IV. RELATED POLICIES

Nothing in this policy shall be deemed as supplanting or otherwise affecting what is outlined or required in the Williamson County Employee Policy Manual.

Commissioners Court - Regular Session **64.**

Meeting Date: 12/10/2024

Approval of Amendment to contract #23RFP11 to the Allied Electric Services, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the Amendment to contract #23RFP11 with Allied Electric Services, Inc, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

Background

This item is to provide the inclusion of the FEMA Addendum for contract #23RFP11 originally awarded by CC on 2/28/2023 agenda item #53, for the Allied Electric Services, Inc. Service Agreement by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding Sources: 01.0100.0509.004509, 01.0100.0509.004510. Point of Contact: Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form 1295 Certificate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:54 PM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:14 PM
Form Started By: Theresa Gross		Started On: 11/15/2024 03:36 PM
Final Approval Date: 12/06/2024		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
ALLIED ELECTRIC SERVICES, 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 SERVICE AGREEMENT ("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 Allied Electric Services, Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, dated effective February 28, 2023 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to include FEMA contract provisions.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. The parties shall amend the Agreement to include the Williamson County Addendum For FEMA Related Purchases and Services attached herein and incorporated into the Agreement as **Exhibit A.**

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.

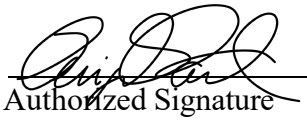
WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

ALLIED ELECTRIC SERVICES, INC.:


Authorized Signature

Paige Paul
Printed Name

Date: 11//2024

Exhibit “A”

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES AND SERVICES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. CONTRACT REQUIREMENTS

This Contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

SECTION II. REMEDIES FOR BREACH

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contactor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SECTION III. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

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

SECTION IV. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation,

gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of

the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION V. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION VI. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VIII. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If FEMA's funding for this Contract meets the definition of "funding agreement," and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement." Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

SECTION IX. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION X. DEBARMENT AND SUSPENSION *(Applicable to all contract of $25,000 or more)*

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at

2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XI. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION XII. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION XIII. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL FEMA SPECIFIC CONTRACT PROVISIONS

SECTION XV. ACCESS TO RECORDS

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In addition, for contracts entered into after August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION XVI. CONTRACT CHANGES OR MODIFICATIONS

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

SECTION XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

SECTION XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION XIX. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION XXI. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION XXII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

a. This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement."

b. The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare

derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

_____
Name of Contractor

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 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:
2024-1238153

Date Filed:
11/13/2024

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 Facilities

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
Electrical Labor & Materials

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

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

6 UNSWORN DECLARATION

My name is Paige Paul, and my date of birth is 06/26/1982.

My address is 4355 E University Ave (street), Georgetown (city), Tx (state), 78626 (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 13 day of November (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **65.**

Meeting Date: 12/10/2024

Approval of Amendment to the GenServe, LLC Service Agreement, providing generator service, adding FEMA Addendum for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the Amendment with GenServe, LLC for contract #23RFP64 Standby Generator and Automatic Transfer Switch Preventative Maintenance, Repair & Rental Services, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

Background

This item is to provide the inclusion of the FEMA Addendum for contract #23RFP64 originally awarded by CC on 7/18/2023 agenda item #47, for the Austin Generator Services. Service Agreement by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding sources are as follows: 01.0100.0509.004500 - $100,000.00; 01.0507.0507.004510 - $20,000.000 for a total of $120,000.00. Department points of contacts: Shantil Moore and Christi Stromberg.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form 1295 Certificate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:33 PM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:15 PM
Form Started By: Theresa Gross		Started On: 11/25/2024 08:18 AM
Final Approval Date: 12/06/2024		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
GENSERVE, LLC

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

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT ("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 GenServe, LLC ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, dated effective October 01, 2023 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to include FEMA contract provisions.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. The parties shall amend the Agreement to include the Williamson County Addendum For FEMA Related Purchases and Services attached herein and incorporated into the Agreement as **Exhibit A.**

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: _____

GENSERVE, LLC

Jared Steedley

Authorized Signature

Jared Steedley

Printed Name

Date: 11/20/24

Exhibit “A”

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES AND SERVICES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. CONTRACT REQUIREMENTS

This Contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

SECTION II. REMEDIES FOR BREACH

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contactor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SECTION III. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

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

SECTION IV. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation,

gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of

the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION V. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION VI. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VIII. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If FEMA's funding for this Contract meets the definition of "funding agreement," and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement." Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

SECTION IX. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION X. DEBARMENT AND SUSPENSION *(Applicable to all contract of $25,000 or more)*

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at

2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XI. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION XII. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION XIII. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL FEMA SPECIFIC CONTRACT PROVISIONS

SECTION XV. ACCESS TO RECORDS

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In addition, for contracts entered into after August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION XVI. CONTRACT CHANGES OR MODIFICATIONS

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

SECTION XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

SECTION XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION XIX. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION XXI. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION XXII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

a. This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement."

b. The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare

derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

GenServe, LLC
Name of Contractor

Jared Steedley
Authorized Signature

Jared Steedley
Printed Name

Date: November 21, 2024

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:
2024-1242089

Date Filed:
11/21/2024

Date Acknowledged:
11/22/2024

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

GenServe, 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 Buildings

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.

23RFP64
Generator maintenance

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:
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GenServe, 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 Buildings

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.

23RFP64
Generator maintenance

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), [redacted] (country).

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

Executed in Travis County, State of TX, on the 21st day of November (month), 2024 (year).

Jared Steedley

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **66.**

Meeting Date: 12/10/2024

Approval of Amendment to the Blackhawk Fire and Safety, LLC Service Agreements, for Maintenance and Repair Services and Inspection and Testing of Environmental Systems Technology, adding FEMA Addendum for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the Amendment with Blackhawk Fire and Safety, LLC for contract #23RFP50 Maintenance and Repair Services and Inspection and Testing of Environmental Systems Technology (EST) Brand Devices, and contract 23RFP51 Maintenance and Repair Services and Inspection and Testing of Honeywell Brand Devices, which incorporates the FEMA Addendum and authorizing the execution of the amendment.

Background

This item is to provide the inclusion of the FEMA Addendum for contracts #23RFP50 and 23RFP51 originally awarded by CC on 5.23.2023 agenda item #34, for the Blackhawk Fire and Safety Service Agreement by adding FEMA compliant contract language. The contracts are pre-positioned for use in the event of an emergency. Funding Sources are 01.0100.0509.4500, 01.0100.0509.004509, and 01.0100.0509.004510. Christi Stromberg is the point of contact.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form 1295 Certificate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:40 PM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:15 PM
Form Started By: Theresa Gross		Started On: 11/25/2024 07:41 AM
Final Approval Date: 12/06/2024		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
BLACKHAWK FIRE AND SAFETY, LLC

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

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT ("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 Blackhawk Fire and Safely, LLC ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, dated effective October 01, 2023 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to include FEMA contract provisions.

NOW THEREFORE, the Parties agree that the Agreement is amended as follows:

AMENDMENT

I. The parties shall amend the Agreement to include the Williamson County Addendum For FEMA Related Purchases and Services attached herein and incorporated into the Agreement as **Exhibit A.**

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: _____

BLACKHAWK FIRE AND SAFETY, LLC:

_____
Authorized Signature

Brad Hollingsworth
Printed Name

Date: November 10, 2024

Exhibit "A"

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES AND SERVICES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. CONTRACT REQUIREMENTS

This Contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

SECTION II. REMEDIES FOR BREACH

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contactor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SECTION III. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

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

SECTION IV. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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, sexual orientation,

gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of

the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION V. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION VI. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VIII. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If FEMA's funding for this Contract meets the definition of "funding agreement," and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement." Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

SECTION IX. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION X. DEBARMENT AND SUSPENSION *(Applicable to all contract of $25,000 or more)*

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at

2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XI. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION XII. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION XIII. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL FEMA SPECIFIC CONTRACT PROVISIONS

SECTION XV. ACCESS TO RECORDS

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In addition, for contracts entered into after August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION XVI. CONTRACT CHANGES OR MODIFICATIONS

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

SECTION XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

SECTION XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION XIX. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION XXI. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION XXII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

a. This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement."

b. The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare

derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

Blackhawk Fire + Safety
Name of Contractor

_____
Authorized Signature

Brad Hollingsworth
Printed Name

Date: November 10, 2024

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:
2024-1241077

Date Filed:
11/20/2024

Date Acknowledged:
11/22/2024

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

Blackhawk Fire & Safety, LLC
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.

23RFP51
Fire protection inspections, maintenance, and repairs

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

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23RFP51
Fire protection inspections, maintenance, and repairs

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hollingsworth, Bradley	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name 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 Travis County, State of Texas, on the 20 day of November (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 12/10/2024

Approval of Construction Agreement with Brandt Company, LLC for the HHW Boilers Install at Williamson County Lake Creek Annex for Facilities Management.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing construction contract #202579 between Brandt Company, LLC and Williamson County for the HHW Boilers Install at Williamson County Lake Creek Annex, in the amount of Three Hundred One Thousand Three Hundred Forty- Six Dollars ($301,346.00), pursuant to Choice Partners – Contract Number #CSP-22-049MF and execution of the agreement.

Background

This is for the installation of two (2) HHW Boilers at the Williamson County Lake Creek Annex, 9500 Lake Creek Pkwy., Austin, TX 78717 as detailed in the proposal. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1095.004509, and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Service

Form 1295 Brandt Co LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:48 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 09:34 AM
Form Started By: Johnny Grimaldo		Started On: 11/19/2024 04:35 PM
Final Approval Date: 12/05/2024		

Agreement for Construction Services

(Cooperative Contract # CSP-22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Lake Creek Annex – HHW Boiler Replacement (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Three Hundred One Thousand Three Hundred Forty-Six Dollars ($301,346.)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **One Hundred Twenty (120) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees

that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

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

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial	

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

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially

affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES,

PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the

sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

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

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	The Brandt Companies, LLC
By: _____	By:
Printed Name: _____	Printed Name: Danny Kelsey
Title: _____	Title: Service Operations Manager
Date: _____	Date: 12/2/24

Exhibit "A"

Plans and Specifications

Work to be performed at: Williamson County Lake Creek Annex – Replace (2) HHW Boilers
9500 Lake Creek Pkwy., Austin, TX 78717

Scope of Work:
Total Cost: $301,346.00

1. Labor, material, and equipment to replace (2) HHW Boilers with the below per customer request:
- (2) Raypac MVB 3003A Boiler(In stock)
- 3000 MBH Input / 2550 MBH Output
- 85% Efficiency, Ultra-Low NOX < 20ppm.
- Bronze Headers
- Includes A-3 Cupro-Nickel Finned Tube Heat Exchanger
- Includes A-12 60# PRV
- Includes B-31 Dry Well Assembly
- Includes K-3000 3000 MBH Condensate Neutralizer Kit (JJM Alkaline)(1) Opera 6002-B CO with Time Delay Relay
- (2) Taco KV3006 Vertical Inline Boiler Circulating Pump (6-8 week lead time)
- 3"×3", 170 GPM @ 12' TDH (30°F ΔT), 5.05"Ø Impeller.
- 1 HP, 1760 RPM
- Includes ACUF0400 4" Circuit Setter.
- (1) Macurco CM-6 Carbon Monoxide Gas Monitor (In stock)
- Gray Housing Carbon Monoxide CO Fixed Gas Detector & Controller.
- Range 0-200 ppm, Low Level Adjustable Alarm.
- Includes PS-24 AC/DC Plug-In Stepdown Switching Power Supply, 100-240 VAC to 24 VDC, 1 Amp
    - Includes 009039F Relay Kit (×2)
- (1) Elbi HTS-140 ASME Code Vertical Hydronic Bladder Tank (6-8 week lead time)
    - Fully Replaceable Seamless 1-Piece Bladder.
    - 37 Gallon Capacity.
    - Elbi DB10-200V 7.5-GAL Dome Chemical Pot Feeder with (4) spare filters.

2. The following work will be performed on regular time.
3. Demo and scrap of existing HHW Boiler equipment being replaced.
4. Remove and scrap sheet metal covering outside air louver.
5. Remove and disconnect HHW piping to the equipment being replaced.
6. Remove and disconnect Plumbing to the equipment being replaced.
7. Remove and disconnect Electrical to the equipment being replaced.
8. Rework and modifications to HHW Piping per manufacturer recommendations.
    - Provide and install new HHW piping for newly installed boilers.
    - Provide (2) 6" Butterfly valves on return piping on each newly installed boiler only.
    - Provide and install (3) new 4" circuit setters.
    - Piping to match existing copper with Propress fittings.
9. Rework and modifications to Plumbing piping per manufacturer recommendations.
    - Provide and install new piping from newly installed boiler drain to newly installed neutralizer. Contractor to utilize existing floor drain.

- Reconnect piping to newly installed expansion tank.
- Reconnect piping to newly installed pot feeder.
- Provide and install new relief piping from the newly installed boiler to the closest floor drain.
- Install new gas regulator per manufacturer recommendation. Route new vent lines to exterior of bldg. Piping to be copper with solder fittings.
- Piping to match existing copper with Propress fittings.
- Rework and modifications to gas piping from existing shutoff valves to connection point on newly installed boilers. Piping to be blk steel with mega press fittings

10. Rework and modifications to Electrical as follows:
    - Disconnect electrical power from (2) existing boilers/pumps and make them safe. Existing power will be reused and reconnected once the new boilers/pumps are installed.
    - Provide and install conduit and wire for power for a new CO monitor in the boiler room.
    - Installation of the new CO monitor.
    - Provide and install conduit and control wire from the new CO monitor to each new boiler and to the existing exhaust fan.
    - Terminate all power conductors, and torque to manufacturer specifications, energize, and check for proper voltage and rotation if needed.
11. Provide and install all new Flue piping for newly installed boilers. New Flue piping to be Duravent Exhaust Flue - 10"Ø, FasNSeal W2, Double-Wall, Stainless Steel (AL29-4C).
12. Reuse of existing equipment housekeeping pad.
13. Factory equipment start-up, Commissioning, Warranty and Owner-training.
14. Insulate all newly installed HHW piping for the newly installed HHW boiler. Insulate all exposed HHW piping, valves, and fitting on existing (2) HHW boilers per customer request. Insulation to match existing fiberglass insulation.
15. Fresh water flushing of newly installed piping.
16. Haul-off of demolition, debris, or trash offsite.
17. Permit and License Fees if required.
18. Payment and Performance Bonds.

EXCLUSIONS:

1. Sales or Remodel Taxes.
2. Plan Review.
3. Overtime or after-hours work.
4. Provide or replace electrical breakers and disconnects.
5. Removal and replacement of gypsum or lay-in ceilings for access to work areas.
6. Relocation of furniture, equipment, or personnel for access to work areas.
7. Fire or Fire/Smoke Dampers.
8. Smoke detectors, sensors, strobes, wiring or interface with Fire Alarm system.
9. Temporary utilities or spot cooling/heating during construction.
10. Chemical Water Treatment for hydronic piping systems.
11. Installation of barricades or plastic sheeting for safety, noise, or dust control.
12. Concrete housekeeping pads for equipment.
13. HVAC-DDC Building Automation Controls.
14. Installation of heat tracing for exposed piping.
15. Architectural louvers or access panels.
16. Liquidated or consequential damages.
17. Payment application fees, if required for electronic submission.
18. Medical Testing or Training, Badging, Security, Background Checks or Parking Fees.
19. Cleaning existing air devices.

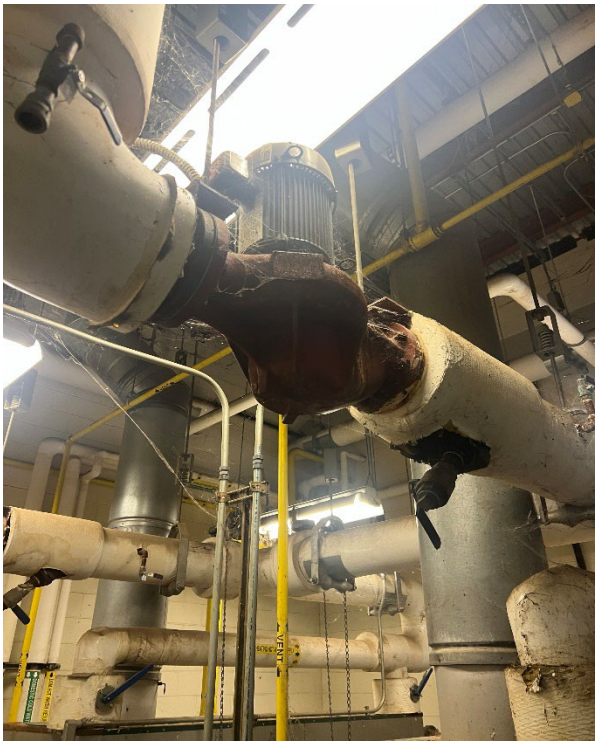
20. Protecting existing air devices during construction.
21. Mechanical, Electrical or Structural Engineering services.
22. BIM or 3D Modeling Coordination.
23. Maintenance, Warranty, or repairs to existing equipment.
24. Repairs due to existing Code violations.
25. Saw-cutting, core drilling or block-outs for piping and duct penetrations.
26. Concrete patching, pour-back or grouting of cored holes or saw-cut trenches.
27. Patching, painting or touch-up of any floors, walls, or ceilings.
28. Architectural caulking of floor, wall, or ceiling penetrations.
29. Roof penetrations and/or any roof patching, sealing, flashings, or repairs.
30. Any added Structural support required for new HVAC equipment.
31. Cleaning of existing ductwork.
32. Indoor Air Quality Management or Testing.
33. Painting or priming of equipment, fixtures, ductwork, or piping.
34. Fire Protection piping, smoke or heat detectors, and alarms.
35. Sterilization or chlorination of domestic water systems.
36. Roof drains, storm drain piping, scuppers, gutters, and downspouts.
37. Asbestos and mold testing, removal, or remediation.

CLARIFICATIONS:

1. The proposed equipment manufacture has provided a like for like match based from the existing boiler specs. Manufacture has also verified current fresh air to boiler is adequate for the new boilers being installed.
2. If any isolation valves don't hold during shutdown, work will need to be rescheduled. Replacement of valves will be done at an additional cost.
3. After October 2026, per new DOE requirements, manufacturers will no longer be allowed to make noncondensing boilers for commercial applications.
4. All warranties for new equipment provided and installed by Contractor as listed in the scope of work shall begin on the date the equipment is started up.
5. Contractor's pricing is contingent upon lead times of equipment arriving in a timely manner and does not include provisions for any off-site equipment storage.
6. This proposal includes performing welding joint connects per ASME B31.9 standards. Any changes to joint connections to meet alternate specs will be at an additional cost.
7. Contractor assumes the customer has a valid existing asbestos survey, and there are no VOC elements related to this scope of work, Contractor's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance.
8. Contractor's proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment in order to meet the project schedule.
9. Contractor reserves the right to review and approve all contract conditions as a condition of this proposal offer. Contractor's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
10. Contractor will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Contractor required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Contractor is directed to proceed and time is of the essence, Contractor will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Contractor's fee for this T&M work may be billed during the billing period in which the

work is performed and will be due and paid within 30 days. Contractor's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.

Pictures of current HHW Boilers:



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:
2024-1243746

Date Filed:
11/27/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Brandt Companies LLC
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.
CSP-22-049MF
LAKE CREEK ANNEX- HHW BOILER REPLACEMENT TRADE SERVICES: BOILER AND ELECTRICAL

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 Danny Kelsey, and my date of birth is [redacted].

My address is [redacted] (street), (city), TX (state), 78628 (zip code), Williamson (country).

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

Executed in Travis County, State of TX, on the 2 day of December (month), 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:
2024-1243746

Date Filed:
11/27/2024

Date Acknowledged:
12/02/2024

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

Brandt Companies LLC
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.

CSP-22-049MF
LAKE CREEK ANNEX- HHW BOILER REPLACEMENT TRADE SERVICES: BOILER AND ELECTRICAL

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 **68.**

Meeting Date: 12/10/2024

Approval of Amendment to Services Contract with Johnson Controls Fire Protection LP for Inner Loop Annex Project for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Amendment to the CC approved 10.29.2024 Agenda Item #19 services contract #202551 between Johnson Controls Fire Protection LP and Williamson County for the Project at Inner Loop Annex, pursuant to Cooperative Sourcewell – Contract Number #030427-JHN and authorizing the execution of the amendment.

Background

Willamson County General Counsel prepared the Amendment and on 11.23.2024 Facilities Management received the signed Amendment from Johnson Controls. Following the 10.29.2024 CC approved Agenda Item #19 Facilities Management issued an associated PO on 11.6.2024 for $46,481.20 to proceed with the work and Johnson Controls scheduled the work associated with the PO. However, Sourcewell objected to the Terms and Conditions attached to the PO as well as those on the previously fully executed Service Contract. This Amendment solves those requests. The funding source is 01.0100.1043.004509, Origination ID # 1414. Point of Contact: Christi Stromberg. Texas Ethics Form 1295 is not required as Johnson Controls Fire Protection LP is a publicly traded company.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Contract

Purchase Order

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/05/2024 10:24 AM
County Judge Exec Asst.	Delia Colon	12/05/2024 10:42 AM
Form Started By: Theresa Gross		Started On: 11/25/2024 11:45 AM
Final Approval Date: 12/05/2024		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE CONTRACT

Johnson Controls Fire Protection LP

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 SERVICE CONTRACT ("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 Johnson Controls Fire Protection LP ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective October 29, 2024 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desires to amend the Contract to comply with the requirements of the Cooperative Purchasing Agreement.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

I. Section XXIII. Entire Contract & Incorporated Documents of the Contract shall be amended as follows:

> **Entire Contract & Incorporated Documents**: 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 (as if copied in full) into this Contract include the following:
>
> A. This Contract;
> B. Cooperative Purchasing Agreement (Sourcewell 030421-JHN);
> C. Service Provider's Proposal ("Exhibit A"); and
> D. Insurance certificates evidencing coverages required herein above.

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 Contract; and, furthermore, the Contract and this Amendment are the valid, binding, and enforceable obligations of such party.

III. All other terms of the Contract 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:	**JOHNSON CONTROLS FIRE PROTECTION LP:**
_____	Rusty Ramey Digitally signed by Rusty Ramey DN: C=US, E=rusty.ramey@jci.com, O="Johnson Controls, Inc.", CN=Rusty Ramey Date: 2024.11.23 10:32:52-06'00'
Authorized Signature	Authorized Signature
_____	Rusty Ramey
County Judge/Presiding Officer	Printed Name
Date: _____	Date: 11/23/24

WILLIAMSON COUNTY
SERVICES CONTRACT
(Johnson Controls Fire Protection LP)

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 **Johnson Controls Fire Protection LP** (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 service includes the work described in the attached Proposal being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described, 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. 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 when signed by all parties and shall continue until September 30, 2025, unless terminated earlier pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on the fixed sum as set out in Exhibit A.

Payment for 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.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

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*	$1,000,000	$1,000,000

and contractual)

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. In the event of termination, the County will only be liable for its pro rata share of services rendered and good received.

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

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

XII.

Severability: In case any one or more of the provisions contained in this 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.

XIII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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 (as if copied in full) into this Contract include the following:

A. This Contract;
B. Cooperative Purchasing Agreement (Sourcewell 030421-JHN);
C. Service Provider's Proposal ("Exhibit A"); and
D. 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.

XXIV.

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 (Oct 29, 2024 11:17 CDT)

Judge Bill Gravell, Jr.
County Judge

Date: Oct 29, 2024, 20____

SERVICE PROVIDER:

Johnson Controls Fire Protection LP
Name of Service Provider

Gene Baldwin
Digitally signed by Gene Baldwin
DN: C=US, E=eldred.baldwin@jci.com, O=Johnson Controls, OU=Fire Protection, CN=Gene Baldwin
Date: 2024.10.16 15:21:16-05'00'

Authorized Signature

Gene Baldwin
Printed Name

Date: October 16, 2024

Exhibit A

Johnson Controls Fire Protection LP
401 Center Ridge Dr, Suite 400
Austin , TX 78753

Johnson Controls Fire Protection LP Quotation

To:
Williamson County
2100 Willowbend
Round Rock, TX 78664

Project: WilCo Inner Loop Annex Notification Add
Johnson Controls Reference: 650632491
Proposal #: 1
Date: 10/11/2024

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Pricing is for the provision of the fire alarm system based on "Design Built" and take off was performed off the drawing sheet provided: A.2 dated as of 5/17/1994 and JCI as-builts.

BREAKOUT OF WORK TO BE PERFORMED BY JOHNSON CONTROLS:

General Notes

1. This budget assumes we will be able to run our FA riser inside of a 2-hr rated enclosure (such as a stacked electrical room).
2. Provision/installation of conduit is excluded from this proposal.
3. This budget is based on addition to existing Simplex 4100U FACP.
4. Annunciator added by fire pump, and programmed to initiate audio visual and AHU bypasses.
5. No changes to monitoring are included in this budget.
6. Wiring method to be free-cable throughout the contract area.
7. Project is based on being completed in one phase. If project is to be completed in multiple phases this will require permitting by phase and additional mobilization, which would constitute a change order.
8. Proposal assumes all work is to be performed during normal business hours.
9. Provide one functional system test with the AHJ during JCI normal business hours.
10. Provide (one) two hour owner training session during JCI's normal business hours
11. Project is based on retrofit to existing system
12. Pricing only valid for 30 days

Notification Devices -- notification devices as required for code minimal coverage. Design approach includes:

1. Notification to be comply with code minimum requirements. All notification will be non-voice.
2. Ceiling mount notification has been provided.
3. Proposal currently includes notification in each office shown on plans, as occupancy of offices was not clearly defined.

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Johnson Controls Fire Protection LP
401 Center Ridge Dr, Suite 400
Austin , TX 78753

Initiation Devices

1. Smoke detectors in electrical room to be placed above new NAC Panel.

WORK TO BE PERFORMED BY JCI ELECTRICAL SUBCONTRACTOR:

- EC to provide and install a complete rough-in system including but not limited to: all required conduit, raceway, flex, stub-up's, sleeves, fire caulking, and back-boxes that may be required
- EC to provide and install all grommets, bushings and conduit end-caps
- EC to provide and install all standard back boxes and install specialty back boxes provided by JCI. Back boxes are to be installed as indicated on JCI's final design drawings. Installation of fire alarm system cannot begin until plans have been submitted to/ and/or approved by the local AHJ
- EC to provide dedicated 120VAC power for all Simplex equipment.
- EC to provide power to fire/smoke dampers
- EC to provide labeling and/or painting of conduit, back boxes and covers as required by specifications and/or AHJ

WHAT IS NOT INCLUDED?

- Proposal does not include spare parts
- Proposal does not include any tax
- Proposal does not include provision of 120VAC power
- Proposal does not include provision of/or installation of any back boxes, stub-ups, conduit, fire caulk
- Proposal does not include any bid bonds or performance and payment bonds
- Proposal does not include provision of central station monitoring service
- Proposal does not include any premium time. Overtime or holiday work required as a result of project delays created by others will be justification for a change order.
- Phone lines for monitoring service to be provided by others
- Proposal does not include any expediting or priority shipping fees
- Shutdown wire or connections for any HVAC units

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Net selling price for System, FOB shipping point, $41,583.84

Net selling price for Annunciator Add, FOB shipping point, $4,897.36

Total net selling price, FOB destination, $46,481.20

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

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IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	0%
2	Mobilization	0%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date

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This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

Deposit Invoice accepted (___%):

☐ **No** ☐ **Yes**

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Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
401 Center Ridge Dr, Suite 400	Address: _____
Austin , TX 78753	Signature: _____
Telephone:	Title: _____
Representative: Gene Baldwin Digitally signed by Gene Baldwin DN: C=US, E=eldred.baldwin@jci.com, O=Johnson Controls, OU=Fire Protection, CN=Gene Baldwin Date: 2024.10.16 15:21:38-05'00'	Date: _____
Email: william.2.wright@jci.com	

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Agenda Item #19, CC 10.29.24 Approval of Services Contract 202551 Johnson Controls - FM (Johnny)

Final Audit Report 2024-10-29

Created:	2024-10-28
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7pXKPNZeFV0zcQG0wYDe5tKw_At7j-WS

"Agenda Item #19, CC 10.29.24 Approval of Services Contract 202551 Johnson Controls - FM (Johnny)" History

Document digitally presigned by Gene Baldwin (eldred.baldwin@jci.com)
2024-10-16 - 8:21:16 PM GMT- IP address: 173.219.39.210

Document digitally presigned by Gene Baldwin (eldred.baldwin@jci.com)
2024-10-16 - 8:21:38 PM GMT- IP address: 173.219.39.210

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-28 - 5:29:09 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-28 - 5:30:00 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-29 - 4:04:48 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-29 - 4:05:10 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-29 - 4:05:10 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-29 - 4:17:02 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-29 - 4:17:14 PM GMT - Time Source: server- IP address: 66.76.4.65

Powered by Adobe Acrobat Sign

Agreement completed.

2024-10-29 - 4:17:14 PM GMT

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Adobe
Acrobat Sign

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **187940**
Date:11/06/2024
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
JOHNSON CONTROLS FIRE PROTECTION LP
DEPT CH 10320
PALATINE IL 60055

Requested By: Wrehsnig, Gina R

Delivery Date:

Ship to:
Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

Bill to:
Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

Description	Price	Per	Amount
1: UPGRADE FIRE SYSTEM AT ILA, PER ATTACHED QUOTE. SOURCEWELL 030421-JHN	1.00	46481.2 $	46,481.20

Supplier Item:

Notes to Supplier:

Continued..

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

.

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

ACCEPTANCE OF WILLIAMSON COUNTY TERMS AND CONDITIONS: Vendor's written acceptance, commencement of work, or shipment or partial delivery of any items, goods, or services called for herein shall constitute acceptance by Vendor of this Purchase Order and the Terms and Conditions attached hereto. Vendor further agrees that, in the event there is a conflict between the Terms and Conditions attached hereto and any other contractual terms and conditions set out or incorporated by reference in Vendor's quotes, invoices or any other forms of Vendor, the Terms and Conditions attached hereto shall control.

Furthermore, Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities

Authorized By: Vickie L. Johnson

PURCHASE ORDER

Williamson County
Purchasing Department
100 Wilco Way, Ste P101
Georgetown, TX 78626
512-943-1100

P.O.Number: **187940**
Date:11/06/2024
Version:

Important: Purchase Order number must appear on invoices and packages. Acknowledge if unable to ship on time. Purchases are valid only when covered by this Purchase Order and signed by an authorized person.

Vendor:
JOHNSON CONTROLS FIRE PROTECTION LP
DEPT CH 10320
PALATINE IL 60055

Requested By: Wrehsnig, Gina R

Delivery Date:

Ship to:
Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

Bill to:
Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

Total 46,481.20

STATE SALES TAX EXEMPTION CERTIFICATE NO: 74-6000978-4

This Purchase Order represents requisitioned goods or services for which funding has been verified through a financial encumbrance. The Purchase order has been prepared/ processed as authorized by: Joy Simonton, Williamson County Purchasing Agent.

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Authorized By: Vickie L. Johnson

WILLIAMSON COUNTY PURCHASE ORDER TERMS AND CONDITIONS
(Revised January 2023)

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

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

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

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

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

DESCRIPTION OF SUPPLIES: Any catalog or manufacturer's reference used in describing any item is merely descriptive and not restrictive, unless otherwise noted, and is used to indicate type and quality of material. The term "Or Equal," if used, identifies commercially produced items which have the essential performance and salient characteristics of the brand name stated in the item description. Vendor certifies that any substitute brand supplied hereunder matches the performance and salient characteristics of the item called for and agrees to replace it in the event it does not conform. All supplies or equipment shall be the latest improved new model meeting specifications in current production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Vendor warrants that all applicable Patents and Copyrights which may exist on items sold hereunder have been adhered to and that County shall not be liable for any infringement of those rights.

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

INDEMNIFICATION: Vendor shall defend, indemnify and save harmless Williamson County and all its officers, agents and employees from all suits, claims, actions, damages, demands or other demands of any character, name and description brought for or on account of

any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this order. Vendor shall pay any judgment with cost, which may be obtained against Williamson County growing out of such injury or damages.

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

LAW: It is agreed that good(s) delivered shall comply with all Federal, State, or local laws relative thereto, and that the vendor shall defend actions or claims brought and save harmless the County from loss, cost or damage by reason of actual or alleged infringement of letters patent and/or copyrights.
Williamson County Purchase Orders 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 quasi-contractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

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

NO WAIVER OF SOVEREIGN IMMUNITY AND POWERS: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

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

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

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

Payment inquiries should be directed to the ordering department (Bill-To).

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

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

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

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

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

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

any, set forth herein.

VENUE AND GOVERNING LAW: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

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

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

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

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

Commissioners Court - Regular Session **69.**

Meeting Date: 12/10/2024

Approval of Agreement for Construction Services with Novium Group, LLC for the Jester Annex LED Lighting for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Construction Services agreement #202580 between Novium Group, LLC and Williamson County for the Jester Annex LED Lighting, in the amount of One Hundred Forty-Seven Thousand, Nine Hundred Five Dollars and 35/100 ($147,905.35) pursuant to TIPS contract 210205 and execution of the agreement.

Background

This project is for the Williamson County Jester Annex LED Lighting project located at 1801 E. Old Settlers Blvd., Round Rock, TX. The proposal includes a detailed scope of work. Contract Audit and General Counsel reviewed. The funding source is 01.0100.1066.004509, and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 Novium Group LLC Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:04 PM
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:16 PM
Form Started By: Johnny Grimaldo		Started On: 12/03/2024 10:31 AM
Final Approval Date: 12/06/2024		

Agreement for Construction Services

(Cooperative Contract #TIPS 210205)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Novium Group LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Jester Annex LED Lighting (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Forty-Seven Thousand, Nine Hundred Five Dollars and 35/100 ($147,905.35)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred (100) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial

Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

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

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

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

ARTICLE 5 PAYMENT:

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

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

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

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

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

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

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

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

COVERAGE	PER OCCURRENCE
Commercial	

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

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

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

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

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

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially

affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or

revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES,

PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude

the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

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

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

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

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

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the

sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

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

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #TIPS 210205; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract # TIPS 210205; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Novium Group LLC.
By: _____	By: _____
Printed Name: _____	Printed Name: John Klebs
Title: _____	Title: Sr Project Manager
Date: _____	Date: 11/15/2024

Exhibit “A”

Plans and Specifications

Work to be performed at: Williamson County Jester Annex, 1801 E Old Settlers Blvd., Round Rock, TX 78664

Scope of Work:
Total Cost: $147,905.35

-Demo 290 existing florescent lights
-Demo 45 Can Lights
-Demo 50 existing exit lights
-Demo 4 existing strip lights in electrical rooms
-Install 290 ea. owner furnished LED lights Lithonia CPX
-Install 45 ea. owner furnished Can Lights RAB 6" White
-Install 35 ea. owner furnished Emergency lights ELM2L
-Install 50 ea. owner furnished exit lights ECRG
-Install 4 ea. owner furnished strip Lights
-Separate 30 offices light switches
-Demo and disposal included
-Afterhours work included for Commissioner office and Tax Office. All other spaces normal working hours

Division Totals		
Division 01 - General Requirements	$	76,160.93
Division 02 - Existing Conditions	$	2,910.00
Division 03 - Concrete		
Division 04 - Masonry		
Division 05 - Metals		
Division 06 - Wood, Plastics, and Composites		
Division 07 - Thermal and Moisture Protection		
Division 08 - Openings		
Division 09 - Finishes	$	4,733.50
Division 10 - Specialties		
Division 11 - Equipment		
Division 12 - Furnishings		
Division 13 - Special Construction	$	-
Division 14 - Conveying Equipment	$	-
Division 21 - Fire Suppression	$	-
Division 22 - Plumbing		
Division 23 - Heating, Ventilating, and Air Conditioning (HVAC)		
Division 26 - Electrical	$	59,355.92
Division 27 - Communications		
Division 28 - Electronic Safety and Security	$	-
Division 31 - Earthwork		
Division 32 - Exterior Improvements		
Division 33 - Utilities		
Division 34 - Transportation		
Div 99 Nonprice Items Payment Bond	$	1,797.00
Div 99 Nonprice Items Performance Bond	$	1,797.00
Div 99 Insurance	$	1,150.00

RS MEANS TOTAL WITH CITY of Austin COST INDEX APPLIED	$	147,904.35
TIPS CONTRACT COEFFICIENT (MEANS BASED PRICING ONLY)	1.00	
SUBTOTAL with Means COEFFICIENT	$	147,904.36
NON PREPRICED LINE ITEM TOTAL		
NON PRICED ITEM COEFFICIENT (Div 99)		
Div 99 Non Priced. Max allowable Markup of 18%	1.00	
TOTAL PRICE in RS Means estimate	$	147,905.36
Sale Price	$	147,905.35

LED LIGHTING UPGRADE

JESTER ANNEX 09/18/2024

Daniel Ly

1. **DUAL SWITCH** — ALL OFFICES HAVING DUAL SWITCH CONTROL SHALL PLACE ONE FIXTURE ON ONE SWITCH AND ONE (or TWO) FIXTURES ON THE OTHER SWITCH.

-Need to conduct survey of offices and existing switches to determine if circuity gets split
-Need to identify offices this is applicable.

NOTE: IF MORE THAN THREE FIXTURES ARE CONTROLLED BY DUAL SWITCHING THE CONTRACTED INSTALLER WILL RECEIVE SPECIFIC INSTRUCTION FOR LIGHT SEPERATION CONTROL BY WILLIAMSON COUNTY PM.

2. WHERE AN EXISTING EXIT LIGHT IS LOCATED ADJACENT TO AN EMERGENCY FIXTURE (Existing) THE CONSTANT POWER WILL BE REMOVED TO THE NEAREST JUNCTION BOX AND AN EXIT/EMERGENCY FIXTURE SHALL BE INSTALLED AS PER DRAWING E1.2 - INDICATED BY ☁.

3. EXISTING POWER PACK WITH MOTION SENSOR CONTROL, WILL BE REMOVED AND BYPASSED. J-BOXES WILL BE COVERERED. CEILING TILES WILL BE REPLACED BY CONTRATOR WITH OWNER PROVIDED CEILING TILE.

4. NEW FIXTURE WITH ADJUSTABLE RANGE SHALL BE SET TO MIDDLE (MID) RANGE UPON INSTALLATION.

EXCLUSIONS:

1. Courtroom LIGHTING.
2. Exterior Lighting - EXC
3. Front Entry Lights
4. DRIVE THRU CEILING

NOTE:

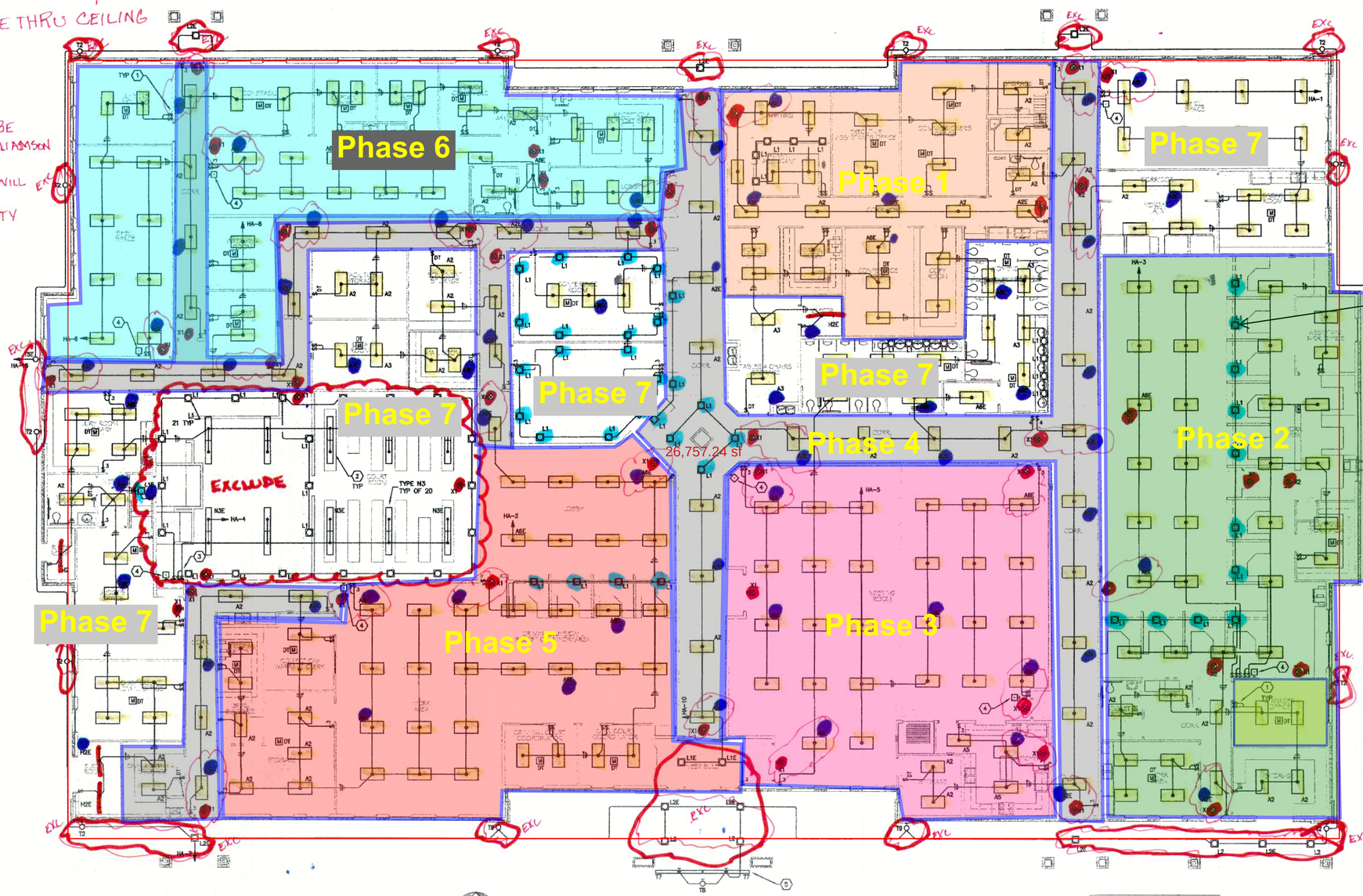
1. FIXTURES WILL BE PROVIDED BY WILLIAMSON COUNTY.
2. CEILING TILE WILL BE PROVIDED BY WILLIAMSON COUNTY

Is the ELM2L intended to replace the CPX LED 2x4 emergency battery backup?
Can the exit sign be replaced with a frog eye exit light?

KEYED NOTES

THESE NOTES APPLY TO THIS SHEET ONLY

1. DUAL LEVEL SWITCHING. SWITCH INBOARD LAMPS WITH SWITCH CLOSEST TO DOOR JAMB AND OUTBOARD LAMPS WITH SECOND SWITCH.
2. COORDINATE MOUNTING HEIGHT OF TYPE 'N3' FIXTURES WITH ARCHITECT.
3. COORDINATE SWITCHING LOCATION FOR COURTROOM WITH ARCHITECT.
4. Z-MAX OVERRIDE BUTTON.
5. COORDINATE EXACT ELEVATIONS AND LOCATIONS WITH ARCHITECTURAL ELEVATIONS AND ARCHITECT PRIOR TO ROUGH-IN.



01 FLOOR PLAN - LIGHTING
SCALE: 1/8" = 1'-0"

ALL LIGHT FIXTURES ARE TYPE 'A6' UNLESS OTHERWISE NOTED.

WILLIAMSON COUNTY PRECINCT 1 ANNEX
1801 EAST OLD SETTLER BLVD

T. Eastham 9/18/24

T TITLE
LIGHTING FLOOR PLAN

SHEET NUMBER
E2.1

This document, the ideas and designs incorporated herein are and shall remain the property of Hendrix Consulting Engineers. These documents are not to be used or altered, in whole or in part, for other than the original intended use, nor are they to be assigned to any third party without written permission from Hendrix Consulting Engineers.

G:\2009\WILLIAMSON COUNTY PRECINCT 1 ANNEX\04\74\E2.1.dwg, 2/13/2009 11:18:47 AM, Administrator, D.34200 42X30 pc3, Arch E1, 1:95

LED LIGHTING UPGRADE - JESTER ANNEX 09/18/2024

Daniel 4 of 4

LIGHT FIXTURE SCHEDULE

GENERAL NOTES:

A. CONFIRM CEILING TYPE AND CONSTRUCTION PRIOR TO ORDERING LIGHT FIXTURE. PROVIDE FLANGE KIT FOR PROPER INSTALLATION OF LAY-IN FIXTURE IN GYPSUM CEILING. PROVIDE FIXTURE TYPE 'H2' IN LIEU OF FIXTURE TYP 'A2' IN ROOMS WITH NO CEILING. CHAIN HANG AT 10' A.F.F.

B. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF WALL MOUNTED LIGHT FIXTURES WITH ARCHITECT PRIOR TO ROUGH-IN.

C. REFER TO ARCHITECTURAL REFLECTIVE CEILING PLAN FOR EXACT LOCATION OF LIGHT FIXTURE.

D. CONFIRM FINISH WITH ARCHITECT PRIOR TO ORDERING LIGHT FIXTURES.

E. 'E' DESIGNATION ADJACENT TO LIGHTING FIXTURE TYPE INDICATES FIXTURE SHALL BE PROVIDED WITH EMERGENCY BATTERY PACK UNIT (LITHONIA PS1400 OR EQUAL). LIGHT FIXTURE SHALL BE SWITCHED, BATTERY PACK SHALL BE UNSWITCHED.

F. 'N' DESIGNATION ADJACENT TO LIGHTING FIXTURE TYPE INDICATES FIXTURE SHALL BE PROVIDED WITH EMERGENCY BATTERY PACK UNIT (LITHONIA PS1400 OR EQUAL). LIGHT FIXTURE AND BATTERY PACK SHALL BE UNSWITCHED.

G. FIXTURES SHALL HAVE A MAXIMUM OF TWO (2) LAMPS PER BALLAST.

H. CONNECT ALL EXIT LIGHTING TO THE NEAREST UNSWITCHED CIRCUIT OR THE NEAREST EMERGENCY CIRCUIT.

(*) PROVIDE UNIT PRICE FOR THIS FIXTURE. INCLUDE MATERIAL AND LABOR TO BE ADDED AT ANY TIME DURING THE PROJECT.

NEW REPLACEMENT LIGHT FXT.

MARK	MANUFACTURERS CATALOG NUMBER	LAMPS NO. / TYPE / WATTS	FIXTURE VOLTS / WATTS	DESCRIPTION AND COMMENTS		TYPE	QUANTITY
A2	LITHONIA 2GTB232-A12-MVOLT-GEB	2/F032835/32	MVOLT/60	2 x 4 LAY IN FLUORESCENT WITH ENERGY SAVING LAMPS AND ELECTRONIC BALLAST. WHITE FINISH.	A2, A6	2' x 4' LAY-IN LITHONIA CPX	290
L1	LITHONIA LP6F-28-42TRT-MVOLT-TRW-GEB10-807AZ	1/CF32TRT-E-IN-835/32	MVOLT/30	RECESSED FLUORESCENT DOWNLIGHT WITH SPECULAR ALZAK REFLECTOR, 6" APERTURE AND WHITE TRIM RING. CAPABLE OF USING 26W THRU 42W LAMPS.	L1	7W, 10W, 18W RAB 6" WHITE	45
X1	LITHONIA (*) EDW-1R-277-ELN	INCLUDED	277/5	LED SINGLE FACE EXIT SIGN WITH DIE CAST ALUMINUM HOUSING, EMERGENCY BATTERY PACK, WHITE FINISH.	X1	LITHONIA ECRG HO RD M6	50
					X3	LITHONIA ELM2L M12	35

THIS IS AN ADDED FIXTURE: NOT A REPLACEMENT
THIS ADDED FIXTURE WILL REQUIRE NEW WIRING WITH BACK BOXES.

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:
2024-1239467

Date Filed:
11/15/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Novium Group 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.
TIPS 210205
Construction of Jester Annex LED Lighting.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walbridge, Tyler	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jose L. Arellano, Jr., and my date of birth is [redacted].

My address is [redacted] (street), (city), TX (state), 78745 (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 15th day of November (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:
2024-1239467

Date Filed:
11/15/2024

Date Acknowledged:
12/03/2024

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

Novium Group 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.

TIPS 210205
Construction of Jester Annex LED Lighting.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Walbridge, Tyler	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 **70.**

Meeting Date: 12/10/2024

Award of RFSQ #24RFSQ12 Wilco Materials Testing and Geotechnical Engineering Services to Alliance Engineering Group, 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 Alliance Engineering Group, 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

Alliance Engineering Group, 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. Alliance Engineering Group, Inc., is being selected to provide Materials Testing and Geotechnical Engineering Services. The firms who are awarded 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 funding source is Project: Road Bonds, and the point of contact is Marie Walters, HNTB.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance-Contract redacted

Form 1295 Alliance Engineering Group Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 12:20 PM
County Judge Exec Asst.	Delia Colon	12/04/2024 03:03 PM
Form Started By: Johnny Grimaldo		Started On: 08/29/2024 03:36 PM
Final Approval Date: 12/04/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Alliance Engineering Group, Inc.** **("Engineer")**
ADDRESS: **200 Mustang Cove Taylor, Texas 76574**
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:

Alliance Engineering Group, Inc.
Wayne A. Eddins
200 Mustang Cove
Taylor, Texas , 76574

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~~ Risk Management
~~100 Wilco Way~~ 301 SE Inner Loop
~~Suite P101~~
Georgetown, TX. 78626
Email: ~~purchase~~@wilco.org
coi.submission@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: Alliance Engineering Group, Inc.
200 Mustang Cove
Taylor, Texas 76574

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: _____

ENGINEER

Alliance Engineering Group, Inc.

By: _____

Printed Name: _Wayne A. Eddins_____

Title: _President_____

Date: _ April _12_, 2024

APPROVED
By Christen Eschberger at 10:27 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:

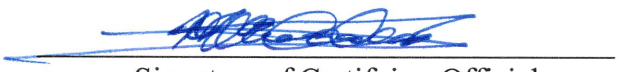
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; 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.

Alliance Engineering Group, Inc
Name of Firm



Signature of Certifying Official

Wayne A. Eddins
Printed Name of Certifying Official

President
Title of Certifying Official

April 16, 2024
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Wayne A. Eddins _____ the President _____ of Alliance Engineering Group, Inc ,on behalf of said firm.

Terri L. Eddins

My commission expires: April 15, 2028

TERRI L. EDDINS
Notary Public, State of Texas
Comm. Expires 04-15-2028
Notary ID 8769807

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop Materials Testing and Geotechnical Services for Road Bond projects: Task 10 & 13.

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 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.

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

EXHIBIT D

Project Name: Williamson County Materials Testing & Geotechnical
Solicitation No. 24RFSQ12
Date: April 12, 2024

QTY	ITEM #	HOURLY RATE, FIELD INSPECTION AND TESTING SERVICES		RATE		TOTAL	
	1.1	Senior Professional Engineer (P.E.) / Principal per hour Senior	@	$195.00	HR	$ -	
	1.2	Project Engineer (P.E.), per hour	@	$160.00	HR	$ -	
	1.3	Project Manager, per hour	@	$150.00	HR	$ -	
	1.4	Staff Engineer, per hour	@	$125.00	HR	$ -	
	1.5	Laboratory Manager, per hour	@	$125.00	HR	$ -	
	1.6	Senior Engineering Technician, per hour	@	$115.00	HR	$ -	
	1.7	ICC Certified Masonry Inspector	@	$115.00	HR	$ -	
	1.8	Certified Engineering Technician, per hour (Reg.)	@	$58.00	HR	$ -	
	1.9	Certified Engineering Technician, (O.T.)	@	$87.00	HR	$ -	
	1.10	TxDOT Level IA Plant Specialist	@	$68.00	HR	$ -	
	1.11	TxDOT Level 1B Roadway Specialist	@	$68.00	HR	$ -	
	1.12	TxDOT Level 1A / 1B Specialists (O.T.)	@	$102.00	HR	$ -	
	1.13	Certified Welding Inspector	@	$110.00	HR	$ -	
	1.14	Administrative support, per day	@	$60.00	DAY	$ -	
	1.15	Observation & Testing Report Review, per report	@	$35.00	EA	$ -	
						$ -	
					Sub-Total	**$ -**	$0.00

Estimated Total **$0.00**

Notes:

1. Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for Certified Welding Inspector is 2 hours. Charges are accrued from portal to portal.
2. Laboratory test prices are FOB Alliance laboratory in Taylor, Texas unless noted otherwise. Sample pick-up charges are additional.
3. Overtime is charged for hours worked over 8 per day, before 7:00 a.m. and after 5:00 p.m. Monday through Friday.
4. Testing requested but now shown above will be priced at the time of the request.

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

ALLIANCE ENGINEERING GROUP, INC.

- GEOTECHNICAL ENGINEERING
- ENVIRONMENTAL CONSULTING
- CONSTRUCTION MATERIALS ENGINEERING
- CONSTRUCTION MATERIALS TESTING

EXHIBIT D

Project Name: Williamson County Materials Testing & Geotechnical
Solicitation No. 24RFSQ12
Date: April 12, 2024

QTY	ITEM #	FIELD AND LABORATORY MATERIALS TESTING		RATE		TOTAL	
	2.1	Concrete Cylinders, each (includes slump & air)	@	$20.00	EA	$ -	
	2.2	Field Density Tests, each	@	$20.00	EA	$ -	
	2.3	Mortar Cubes, each	@	$18.00	EA	$ -	
	2.4	L.A. Abrasion	@	$400.00	EA	$ -	
	2.5	Extraction/Gradation (Ignition Oven)	@	$250.00	EA	$ -	
	2.6	Maximum Theoretical (Rice) Gravity	@	$105.00	EA	$ -	
	2.7	Hveem Stability (Set of 3)	@	$120.00	EA	$ -	
	2.8	Molding of Gyratory Specimens (set of 3)	@	$150.00	EA	$ -	
	2.9	Coring H.M.A.C. (6" Dia.), each	@	$50.00	EA	$ -	
	2.10	Thickness & Density of Road Cores	@	$65.00	EA	$ -	
	2.11	Organic Impurities	@	$60.00	EA	$ -	
	2.12	5-Cycle Magnesium/Sodium Sulfate Soundness	@	$450.00	EA	$ -	
	2.13	Sand Equivalent	@	$145.00	EA	$ -	
	2.14	Bulk Gravity of Coarse Aggregates	@	$65.00	EA	$ -	
	2.15	Bulk Gravity of Fine Aggregates	@	$50.00	EA	$ -	
	2.16	Deleterious Materials	@	$50.00	EA	$ -	
	2.17	Flat & Elongated Particles	@	$120.00	EA	$ -	
	2.18	Coarse Aggregate Gradation	@	$65.00	EA	$ -	
	2.19	Fine Aggregate Gradation	@	$50.00	EA	$ -	
	2.20	TEX 113E Proctor	@	$300.00	EA	$ -	
	2.21	Atterberg Limits	@	$75.00	EA	$ -	
	2.22	Wash - #200 Sieve	@	$55.00	EA	$ -	
	2.23	Vehicle Charge, per trip	@	$40.00	TRIP	$ -	
						$ -	
					Sub-Total	**$ -**	$0.00

Estimated Total **$0.00**

Notes:

200 Mustang Cove · Taylor, Texas 76574
Tel: 512-281-4688 · Fax: 512-281-4191

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:
2024-1244484

Date Filed:
12/02/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alliance Engineering Group, Inc.
Taylor, 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
Professional Engineering and Construction Materials Testing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Eddins, Wayne	Rosharon, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wayne A. Eddins, 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 Williamson County, State of Texas, on the 2nd day of DEC (month), 2024 (year).

[signature] President/CEO
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:
2024-1244484

Date Filed:
12/02/2024

Date Acknowledged:
12/03/2024

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

Alliance Engineering Group, Inc.
Taylor, 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
Professional Engineering and Construction Materials Testing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Eddins, Wayne	Rosharon, 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 **71.**

Meeting Date: 12/10/2024

CR 314 Letter 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 approving a letter agreement with Theron and Ellie Vaughan to acquire a waterline easement for Jarrell-Schwertner Water Supply Corporation totaling 0.1394 acres and an electric easement for Bartlett Electric totaling 0.1394 acres for the CR 314 project (Parcels 20E, 21E, 20EE and 21EE). Funding Source: Bonds P364

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:20 PM
Form Started By: Charlie Crossfield		Started On: 12/04/2024 04:24 PM
Final Approval Date: 12/06/2024		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8731 (D) • fax 512-255-8986

john@scrrlaw.com

November 6, 2024

Theron & Ellie Vaughan
P.O. Box 371
Georgetown, Texas 78627-0371

Re: Williamson County, Texas; CR 314; Parcels 20E, 21E, 20EE, and 21EE
Jarrell-Schwertner Water Supply Corp. Water Line Easement, and
Bartlett Electrical Utility Easement

Dear Theron & Ellie Vaughan,

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of permanent water line and electrical utility easements by Williamson County, Jarrell-Schwertner Water Supply Corporation, and Bartlett Electric Cooperative, Inc. (collectively the "County") in and across portions of the property owned by you ("Owner") as part of the County's proposed CR 314 improvements ("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged water line easement ("Easement") in and to two tracts of land totaling 0.1394 acres (Parcels 20E and 21E), said properties and easement rights being more particularly described by the terms and metes and bounds in Exhibit "I" attached hereto and incorporated herein, County shall pay Owner the sum of **$13,909.38** in cash or other good funds.

2. In return for Owner's delivery to County of a fully executed and acknowledged electrical utility easement ("Easement") in and to two tracts of land totaling 0.1394 acres (Parcels 20EE and 21EE), said properties and easement rights being more particularly described by the terms and metes and bounds in Exhibit "II" attached hereto and incorporated herein, County shall pay Owner the sum of **$13,909.38** in cash or other good funds.

3. The cash sum of sections one through two above, totaling **$27,818.76**, is hereinafter referred to as the full "Purchase Price."

4. If requested by County, the Closing and completion of these transactions shall take place at Longhorn Title Company ("Title Company") within thirty (30) days

after full execution of this Agreement, or at other date and time agreed to between the parties.

5. Upon request, the Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County or to the Easement Grantee in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

6. Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 6, 2024, to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

7. To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

8. This Agreement is being made, and the Easements are being delivered, in lieu of condemnation.

If this meets with your understanding, please have this letter executed by the appropriate person where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

/s/ John L. Kelley
John L. Kelley
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

By: _____

Name: Theron Vaughan

Date: _____

AGREED:

By: _____

Name: Ellie Vaughan

Date: _____

ACCEPTED AND AGREED:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

EXHIBIT “I”

FORM OF WATER LINE EASEMENT & PROPERTY DESCRIPTION FOLLOWS

Jarrell-Schwertner Water Supply Corporation

WATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Theron and Ellie Vaughan, (hereinafter called "Grantors"), in consideration of ten dollars ($10.00) and other good and valuable consideration paid by Jarrell-Schwertner Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter access and use, operate, inspect, repair, maintain, replace, upgrade, parallel and remove water distribution lines and appurtenances and any other facilities necessary to serve Grantors' property as well as the Grantee's current and future system wide customers, under, over and across two tracts of land totaling 0.1393 acres, more particularly described by metes and bounds in Exhibits "A-1" and "A-2" attached hereto, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, but this right shall only be used if reasonable access is not available from an adjacent public right-of-way.

Grantee shall have such other rights and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across lands owned by Grantor which are contiguous to the easement; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances or interfere with the construction, maintenance, inspection, operation, protection, repair, alteration, testing, replacement, upgrading, paralleling, relocation (as above limited), substitution or removal thereof; (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

No permanent improvements, inconsistent with the Grantee's use of the Easement, such as, but not limited to, houses, barns, sheds, septic fields, stock tanks, or paved parking lots shall be constructed or placed on or within any portion of the permanent Easement. Reserved to the Grantor will be the right to pass back or forth across the Easement on foot or in vehicles; to cultivate or landscape same; to raise crops or gardens thereon; to fence and graze cattle and livestock thereon; to lay out, dedicate, construct, and maintain roads, streets, driveways, and utility lines across the Easement at any angle not less than 45 degrees to said water lines; provided, however, that Grantee's water lines shall not be obstructed, endangered, or interfered with and that said water lines shall always be left with proper cover and sufficient and permanent support.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the

above described land and that said lands are free and clear of all encumbrances and liens except the following:

_____
_____
_____

Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the easement herein granted to Grantee, or Grantee's successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof.

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

[signature page follows]

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____ day of _____, 20____.

_____
Theron Vaughan

_____
Ellie Vaughan

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Theron Vaughan known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20____

_____ _____County, Texas
(Seal) (Notary Public in and for)

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ellie Vaughan known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day of _____, 20____

_____ _____County, Texas
(Seal) (Notary Public in and for)

EXHIBIT A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1176 ACRE (5,124 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED RETAINING A VENDOR'S LIEN TO THERON VAUGHAN AND ELLIE VAUGHAN, RECORDED IN DOCUMENT NO. 2016000492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1176 ACRE (5,124 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,263,593.64, E=3,155,093.95), being 68.00 feet right of Engineers baseline station 97+05.43, on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), same point being in the easterly boundary line of that called 13.62 acre tract of land described in Deed to Tamecia Ann Sharpe in Document No. 2020034683, said Official Public Records, same line being the westerly boundary line of said 22.245 acre tract, from which a 1/2 inch iron rod found in the existing southerly ROW line of County Road 314 (variable ROW width), being the northeasterly corner of said 13.62 acre tract, same point being in the westerly boundary line of said 22.245 acre tract, bears N 21°25'24" W, a distance of 44.44 feet;

THENCE, S 21°25'24" E with the common boundary line of said 13.62 acre tract and said 22.245 acre tract, a distance of 10.00 feet to a calculated point (Grid coordinates determined as N=10,263,584.33, E=3,155,097.60) for the **POINT OF BEGINNING** and the northwesterly corner of the herein described parcel;

THENCE, through the interior of said 22.245 acre tract the following three (3) courses:

1) **N 68°09'14" E** a distance of **365.90 feet** to a calculated point at the beginning of a tangent curve to the left;

2) with said curve to the left having a radius of **4,078.00 feet**, a delta angle of **01°49'17"**, an arc length of **129.64 feet**, and a chord which bears **N 67°14'35" E**, a distance of **129.64 feet** to a calculated point of tangency;

3) **N 66°19'57" E** a distance of **16.75 feet** to a calculated point in the westerly boundary line of that called 3.715 acre tract of land described in Deed to Theron Vaughan & Ellie Vaughan recorded in Document No. 2020009605, said Official Public Records, same line being the easterly boundary line of said 22.245 acre tract, for the northeasterly corner of the herein described parcel, from which a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right Engineer's baseline station 102+15.57, bears N 21°25'25" W, a distance of 10.01 feet;

4) **THENCE**, **S 21°25'25" E** with the common boundary line of said 3.715 acre tract and said 22.245 acre tract a distance of **10.01 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE, through the interior of said 22.245 acre tract the following three (3) courses:

5) **S 66°19'57" W** a distance of **16.36 feet** to a calculated point at the beginning of a tangent curve to the right;

6) with said curve to the right having a radius of **4,088.00 feet**, a delta angle of **01°49'17"**, an arc length of **129.96 feet**, and a chord which bears **S 67°14'35" W**, a distance of **129.95 feet** to a calculated point of tangency;

7) **S 68°09'14" W** a distance of **365.98 feet** to a calculated point in said common boundary line of the 13.62 acre tract and the 22.245 acre tract, from which a 1/2 inch iron rod with plastic cap stamped “PREMIER” being the southeasterly corner of said 13.62 acre tract bears S 21°25’24” E, a distance of 1,194.85 feet;

8) **THENCE, N 21°25'24" W** a distance of **10.00 feet** to the **POINT OF BEGINNING**, containing 0.1176 acres (5,124 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.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

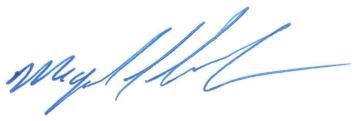
This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (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 ___

PLAT TO ACCOMPANY DESCRIPTION

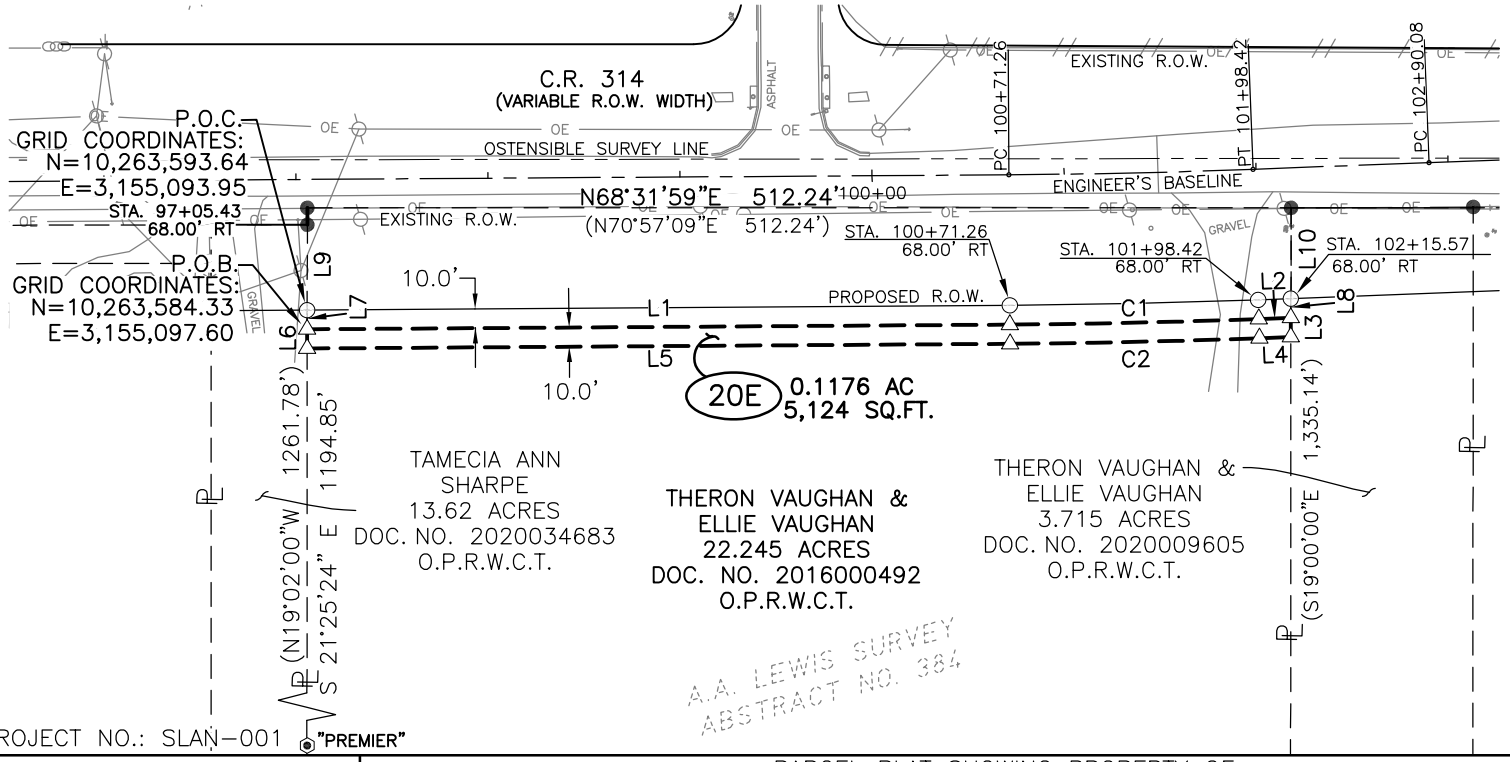
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4078.00'	1°49'17"	129.64'	129.64'	N 67°14'35" E
C2	4088.00'	1°49'17"	129.96'	129.95'	S 67°14'35" W

LINE	BEARING	DISTANCE
L1	N 68°09'14" E	365.90'
L2	N 66°19'57" E	16.75'
L3	S 21°25'25" E	10.01'
L4	S 66°19'57" W	16.36'
L5	S 68°09'14" W	365.98'
L6	N 21°25'24" W	10.00'
L7	S 21°25'24" E	10.00'
L8	N 21°25'25" W	10.01'
L9	N 21°25'24" W	44.44'
L10	S 21°25'25" E	47.22'

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
⊛	1/2" IRON ROD FOUND WITH CAP (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
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

50 0 50 100



PROJECT NO.: SLAN-001 "PREMIER"

06/26/2024

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

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 20E
0.1176 AC.
5,124 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 20-VAUGHAN\PARCEL 20E-VAUGHAN.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.

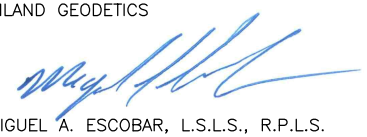
5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301899, 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.

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. EASEMENT DATED JULY 28, 2003, TO JARRELL-SCHWERTNER WATER SUPPLY, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10d. EASEMENT DATED JULY 29, 2012, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10e. WASTEWATER FACILITIES EASEMENT DATED MARCH 7, 2023, TO SONTERRA MUNICIPLE UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2023020416, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SUBJECT PROPERTY)

10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023 TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SUBJECT PROPERTY)

10g. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH FALLS WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10i. 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.

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

06/26/2024

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
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PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

THERON VAUGHAN & ELLIE VAUGHAN

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 20E
0.1176 AC.
5,124 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 20-VAUGHAN\PARCEL 20E-VAUGHAN.DWG

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0218 ACRE (951 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 3.715 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO THERON VAUGHAN AND ELLIE VAUGHAN, RECORDED IN DOCUMENT NO. 2020009605, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0218 ACRE (951 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,263,786.65, E=3,155,568.39), being 68.00 feet right of Engineer's baseline station 102+15.57, in the proposed southerly right-of-way (ROW) of County Road 314 (C.R. 314) (variable ROW width), same point being in the easterly boundary line of that called 22.245 acre tract of land described in a General Warranty Deed Retaining Vendor's Lien to Theron Vaughan and Ellie Vaughan recorded in Document No. 2016000492, of the Official Public Records of Williamson County Texas, same line being the westerly boundary line of said 3.715 acre tract;

THENCE S 21°25'25" E, with the common line of said 22.245 acre tract and said 3.715 acre tract, a distance of 10.01 feet to a calculated point (Grid Coordinates determined as N=10,263,777.33, E=3,155,572.04) for the **POINT OF BEGINNING** and northwesterly corner of the herein described parcel;

THENCE, with said proposed southerly ROW line, through the interior of said 3.715 acre tract the following two (2) courses:

1) **N 66°19'57" E** a distance of **74.90 feet** to a calculated point for the beginning of a tangent curve to the right;

2) with said curve to the right having a radius of **5,922.00 feet**, a delta angle of **00°11'41"**, an arc length of **20.14 feet**, and a chord which bears **N 66°25'47" E**, a distance of **20.14 feet** to a calculated point in the westerly boundary line of that called 22.245 acre tract of land described in a Gift Deed to Lorey Stabeno recorded in Volume 635, Page 612, of the Deed Records of Williamson County, Texas, same line being the easterly boundary line of said 3.715 acre tract, for the northeasterly corner of the herein described parcel, from which a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet right of Engineer's baseline station 103+10.77, bears N 21°30'25" W, a distance of 10.01 feet;

3) **THENCE, S 21°30'25" E** with the common boundary line of said Stabeno 22.245 acre tract and said 3.715 acre tract, a distance of **10.01 feet** to a calculated point at the beginning of a non-tangent curve to the left, for the southeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "RPLS-2475" found being the southeasterly corner of said 3.715 acre tract bears S 21°30'25" E, a distance of 1863.03 feet;

THENCE through the interior of said 3.715 acre tract the following two (2) courses:

4) with said curve to the left having a radius of **5,912.00 feet**, a delta angle of **00°11'29"**, an arc length of **19.76 feet**, and a chord which bears **S 66°25'41" W**, a distance of **19.76 feet** to a calculated point of tangency;

5) **S 66°19'57" W** a distance of **75.30 feet** to a calculated point in the common boundary line of said Vaughan 22.245 acre tract and said 3.715 acre tract, for the southwesterly corner of the herein described parcel;

6) **THENCE, N 21°25'25" W** with said common boundary line of the Vaughan 22.245 acre tract and the 3.715 acre tract a distance of **10.01 feet** to the **POINT OF BEGINNING**, having an area of 0.0218 acres (951 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.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (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 ___

PLAT TO ACCOMPANY DESCRIPTION

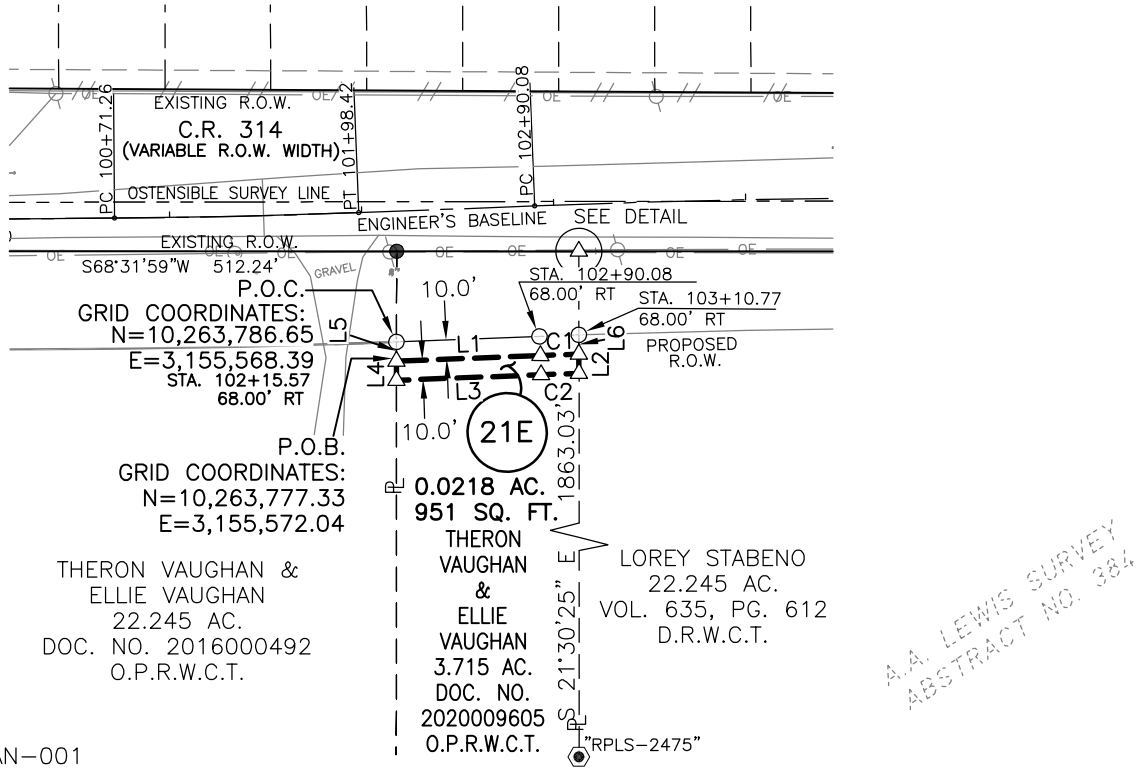
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5,922.00'	0°11'41"	20.14'	N 66°25'47" E	20.14'
C2	5,912.00'	0°11'29"	19.76'	S 66°25'41" W	19.76'

NO.	BEARING	DISTANCE
L1	N 66°19'57" E	74.90'
L2	S 21°30'25" E	10.01'
L3	S 66°19'57" W	75.30'
L4	N 21°25'25" W	10.01'
L5	S 21°25'25" E	10.01'
L6	N 21°30'25" W	10.01'

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.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
( )	RECORD INFORMATION

50 0 50 100



PROJECT NO.: SLAN-001

06/26/2024

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

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 21E
0.0218 AC.
951 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 21-VAUGHAN\PARCEL 21E-VAUGHAN.DWG

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

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6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

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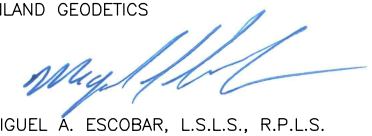
INLAND GEODETICS



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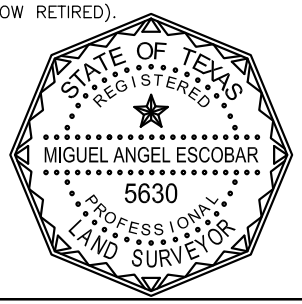

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. EASEMENT DATED JULY 28, 2003, TO JARRELL-SCHWERTNER WATER SUPPLY, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

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10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10i. 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.

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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

06/26/2024

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PARCEL PLAT SHOWING PROPERTY OF

THERON VAUGHAN & ELLIE VAUGHAN

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 21E
0.0218 AC.
951 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 21-VAUGHAN\PARCEL 21E-VAUGHAN.DWG

EXHIBIT “II”

FORM OF ELECTRICAL UTILITY EASEMENT & PROPERTY DESCRIPTION FOLLOWS

ELECTRIC UTILITY EASEMENT
AND COVENANT OF ACCESS

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

That Theron and Ellie Vaughan, 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 Exhibits "A-1" and "A-2" attached hereto and incorporated herein by reference for all purposes (the "Easement").

The Easement and its rights and privileges herein granted shall include the right of temporary pedestrian and vehicular ingress and egress on, over, under, across, along and upon Grantor's Property and shall be used for the purposes of providing electric utility service to Grantor and/or others (overhead or underground), including, but not limited to, placing, constructing, reconstructing, operating, inspecting, patrolling, maintaining, removing, improving, upgrading, increasing or reducing the capability, capacity and number of circuits, repairing, and relocating electric and/or communication lines and/or devices, or distribution facilities or equipment, as well as reading any meter or performing any act relating to the provision of utility service.

This Easement, together with all rights and privileges herein granted, shall be a covenant running with the land for the benefit of the Cooperative, its successors and assigns, and such rights and privileges are severable and may be assigned in whole, or in part, as the Cooperative may desire. Grantor covenants that Grantor, Grantor's heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising Cooperative's rights and privileges herein described at all reasonable times.

The Cooperative shall also have the right to use so much of the remainder of Grantor's Property as may be reasonably necessary to provide electric utility service to Grantor's property including, but not limited to, construction, installation, repair and removal of the facilities that may at any time be necessary, at Cooperative's sole discretion, for the purposes herein specified. In exercising its ingress and egress rights under this instrument, the Cooperative shall use existing roads on Grantor's Property to the extent practicable, and otherwise the Cooperative shall use commercially reasonable efforts to exercise the rights granted in this paragraph in a manner that minimizes the Cooperative's interference with Grantor's use of Grantor's Property.

Should the Grantor erect locked gates or other barriers that include, but not limited to, hostile dogs, the Grantor will provide the Cooperative with convenient means to circumvent the barrier for access without notice. Refusal on the part of the Grantor to provide reasonable access for the above purposes may, at the Cooperative's option, be sufficient cause for discontinuance of service. Alternatively, the Cooperative may move the metering location and other facilities and charge Grantor the cost of relocating all facilities.

The Cooperative shall have the right to clear the Easement of all obstructions or to prevent possible interference with or hazards to the safety, operation, and reliability of any of said lines and/or facilities or devices, including, but not limited to, trimming, cutting down, and/or chemically treating trees, undergrowth, and shrubbery within the

Easement or within such proximity of the Cooperative's facilities so as to be hazardous to such facilities. Grantor shall not construct or locate any structure, building, or obstruction including, but not limited to, impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances, stock tanks, dams, storage piles, swimming pools, antenna, spas, water wells, and/or oil wells within the Easement that will violate any applicable safety codes or interfere with Cooperative's rights and privileges as herein granted. Cooperative has the right to install, use, maintain, and lock access gates, and to remove or prevent construction on the Easement of any or all buildings, structures, and obstructions at Grantor's expense.

Grantor agrees that the consideration received by the Grantor includes consideration for all damages for the initial construction of the Cooperative's facilities on Grantor's Property as well as all damages, if any, to Grantor's Property which may occur in the future after the initial construction of the Cooperative's facilities on Grantor's Property, directly resulting from the Cooperative's exercise of any of its rights herein granted. The Cooperative shall not be liable for any damages caused by maintaining the easement clear of trees, undergrowth, brush, buildings, structures, and/or obstructions.

Grantor warrants that Grantor is the owner of Grantor's Property and has the right to execute this instrument. Grantor warrants that there are no liens existing against Grantor's Property other than the following liens: _____

_____

Grantor agrees that all of Cooperative's facilities installed on, over, under, across, along and upon Grantor's Property shall remain the sole property of Cooperative, removable at the sole option of the Cooperative.

TO HAVE AND TO HOLD the Easement and rights unto the Cooperative, its successors and assigns, until all of the Cooperative's lines and facilities shall be abandoned by a fully executed and recorded release of Grantor's Property by the Cooperative and not by removal of any or all Cooperative facilities, and in that event the Easement shall cease and all rights herein granted shall terminate and revert to Grantor, Grantor's heirs, successors or assigns; AND GRANTOR HEREBY BINDS GRANTOR, AND GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, AND SUCCESSORS, TO WARRANT AND FOREVER DEFEND THE EASEMENT AND RIGHTS HEREIN GRANTED UNTO THE COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF.

_____ _____

Grantor
Theron Vaughan

Grantor
Ellie Vaughan

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF_____ §

This instrument was acknowledged before me on the_____day of_____, 20____, by Theron Vaughan, 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 the_____day of_____, 20____, by Ellie Vaughan, 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 A-1
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1176 ACRE (5,124 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.245 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED RETAINING A VENDOR'S LIEN TO THERON VAUGHAN AND ELLIE VAUGHAN, RECORDED IN DOCUMENT NO. 2016000492, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.1176 ACRE (5,124 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,263,593.64, E=3,155,093.95), being 68.00 feet right of Engineers baseline station 97+05.43, on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), same point being in the easterly boundary line of that called 13.62 acre tract of land described in Deed to Tamecia Ann Sharpe in Document No. 2020034683, said Official Public Records, same line being the westerly boundary line of said 22.245 acre tract for the northwesterly corner and **POINT OF BEGINNING** of the herein described parcel, from which a 1/2 inch iron rod found being the northeasterly corner of said 13.62 acre tract, same point being an interior ell corner of the existing southerly ROW line of C.R. 314 (variable ROW width), bears N 21°25'24" W, a distance of 44.44 feet;

THENCE with said proposed southerly ROW line, through the interior of said 22.245 acre tract, the following three (3) courses:

1) **N 68°09'14" E** a distance of **365.83 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 100+71.26, at the beginning of a tangent curve to the left;

2) with said curve to the left having a radius of **4,068.00 feet**, a delta angle of **01°49'17",** an arc length of **129.32 feet**, and a chord which bears **N 67°14'35" E**, a distance of **129.32 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 101+98.42, for a point of tangency;

3) **N 66°19'57" E** a distance of **17.14 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 102+15.57, in the westerly boundary line of that called 3.715 acre tract described in Deed to Theron Vaughan & Ellie Vaughan recorded in Document No. 2020009605, said Official Public Records, same line being the easterly boundary line of said 22.245 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found being the northwesterly corner of said 3.715 acre tract, same being the northeasterly corner of said 22.245 acre tract, bears N 21°25'25" W, a distance of 47.22 feet;

4) **THENCE, S 21°25'25" E** with the common boundary line of said 3.715 acre tract and said 22.245 acre tract, a distance of **10.01 feet** to a calculated point for the southeasterly corner of the herein described parcel;

THENCE through the interior of said 22.245 acre tract the following three (3) courses:

5) **S 66°19'57" W** a distance of **16.75 feet** to a calculated point at the beginning of a tangent curve to the right;

6) with said curve to the right having a radius of **4,078.00 feet**, a delta angle of **01°49'17",** an arc length of **129.64 feet**, and a chord which bears **S 67°14'35" W**, a distance of **129.64 feet**, to a calculated point of tangency;

7) **S 68°09'14" W** a distance of **365.90 feet** to a calculated point in the common boundary line of said 13.62 acre tract and said 22.245 acre tract, from which a 1/2 inch iron rod with plastic cap stamped “PREMIER” found being the southeasterly corner of said 13.62 acre tract bears S 21°25’24” E, a distance of 1204.85 feet;

8) **THENCE, N 21°25'24" W**, with said common boundary line of the 13.62 acre tract and the 22.245 acre tract, a distance of **10.00 feet** to the **POINT OF BEGINNING**, containing 0.1176 acres (5,124 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.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

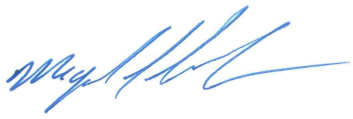
This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No.: SLAN-001

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	4068.00'	1°49'17"	129.32'	129.32'	N 67°14'35" E
C2	4078.00'	1°49'17"	129.64'	129.64'	S 67°14'35" W

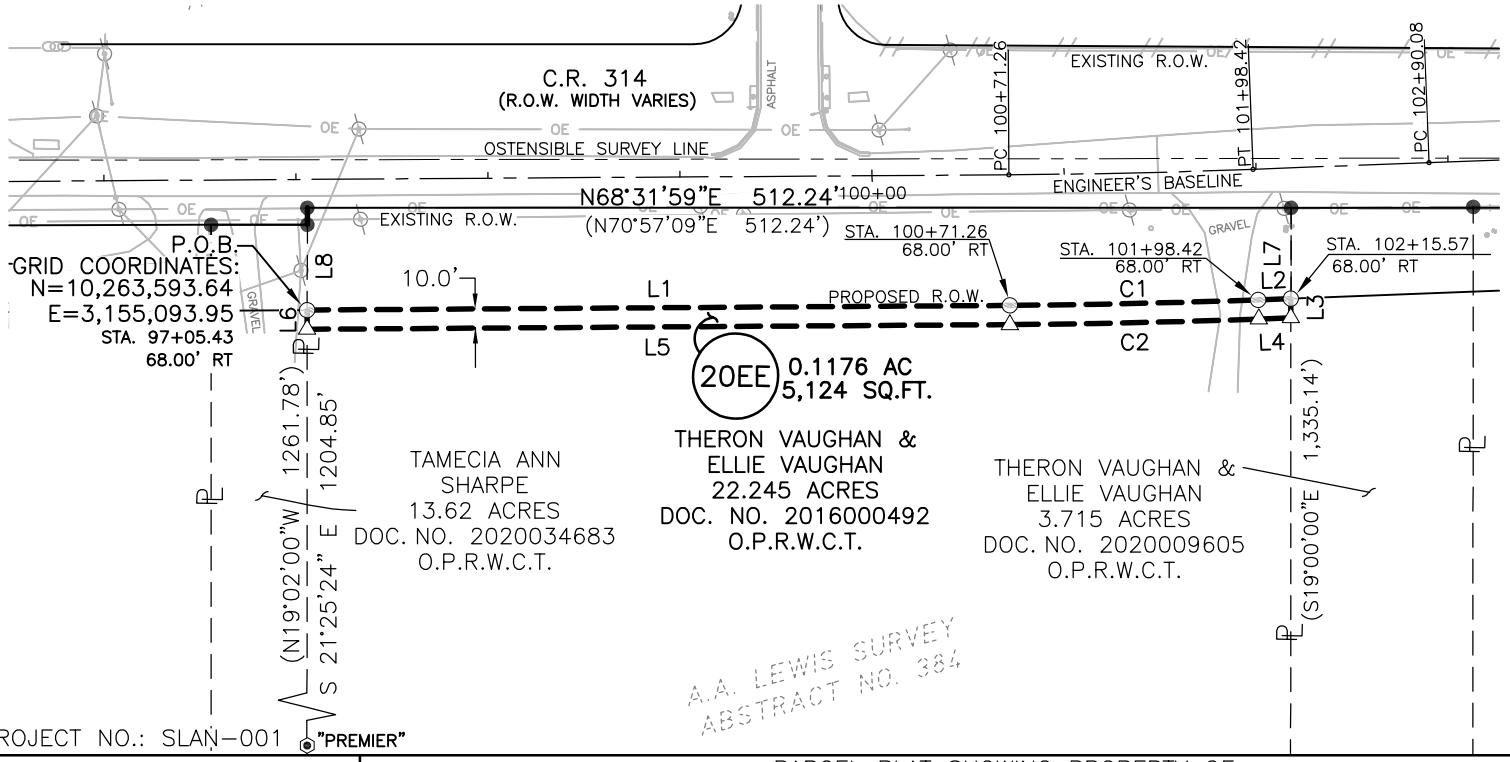
LINE	BEARING	DISTANCE
L1	N 68°09'14" E	365.83'
L2	N 66°19'57" E	17.14'
L3	S 21°25'25" E	10.01'
L4	S 66°19'57" W	16.75'
L5	S 68°09'14" W	365.90'
L6	N 21°25'24" W	10.00'
L7	N 21°25'25" W	47.22'
L8	N 21°25'24" W	44.44'

LEGEND

△	CALCULATED POINT
●	1/2" IRON ROD FOUND
◉	1/2" IRON ROD FOUND WITH CAP (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
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

50 0 50 100

SCALE 1" = 100'



PROJECT NO.: SLAN-001 "PREMIER"

06/26/2024

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

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 20EE
0.1176 AC.
5,124 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 20-VAUGHAN\PARCEL 20ELEC ESMT-VAUGHAN.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.

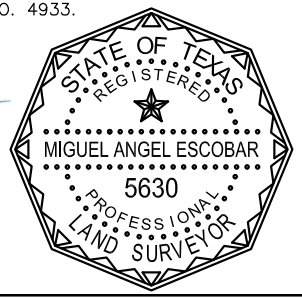
5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301899, 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.

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

06/26/2024

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. EASEMENT DATED JULY 28, 2003, TO JARRELL-SCHWERTNER WATER SUPPLY, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10d. EASEMENT DATED JULY 29, 2012, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10e. WASTEWATER FACILITIES EASEMENT DATED MARCH 7, 2023, TO SONTERRA MUNICIPLE UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2023020416, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SUBJECT PROPERTY)

10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023 TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SUBJECT PROPERTY)

10g. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH FALLS WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10i. 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.

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.

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

THERON VAUGHAN & ELLIE VAUGHAN

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 20EE
0.1176 AC.
5,124 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 20-VAUGHAN\PARCEL 20ELEC ESMT-VAUGHAN.DWG

EXHIBIT A-2
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0218 ACRE (951 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 3.715 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED TO THERON VAUGHAN AND ELLIE VAUGHAN, RECORDED IN DOCUMENT NO. 2020009605, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0218 ACRE (951 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as N=10,263,786.65, E=3,155,568.39), being 68.00 feet right of Engineer's baseline station 102+15.57, in the proposed southerly right-of-way (ROW) of County Road 314 (C.R. 314) (variable ROW width), same point being in the easterly boundary line of that called 22.245 acre tract of land described in a General Warranty Deed Retaining Vendor's Lien to Theron Vaughan and Ellie Vaughan recorded in Document No. 2016000492, of the Official Public Records of Williamson County Texas, same line being the westerly boundary line of said 3.715 acre tract, for the **POINT OF BEGINNING** and northwesterly corner of the herein described parcel;

THENCE with said proposed southerly ROW line, through the interior of said 3.715 acre tract the following two (2) courses:

1) **N 66°19'57" E** a distance of **74.51 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 102+90.08, at the beginning of a tangent curve to the right;

2) with said curve to the right having a radius of **5,932.00 feet**, a delta angle of **00°11'53"**, an arc length of **20.51 feet**, and a chord which bears **N 66°25'53" E**, a distance of **20.51 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 103+10.77, in the westerly boundary line of that called 22.245 acre tract of land described in a Gift Deed to Lorey Stabeno recorded in Volume 635, Page 612, of the Deed Records of Williamson County, Texas, same line being the easterly boundary line of said 3.715 acre tract, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod found bears N 21°30'25" W, at a distance of 43.61 feet pass a calculated point being the northwesterly corner of said Stabeno 22.245 acre tract, same point being the northeasterly corner of said 3.715 acre tract, and continuing 0.47 feet for a total distance of 44.08 feet;

3) **THENCE, S 21°30'25" E** with the common boundary line of said Stabeno 22.245 acre tract and said 3.715 acre tract, a distance of **10.01 feet** to a calculated point at the beginning of a non-tangent curve to the left, for the southeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "RPLS 2475" found being the southeasterly corner of said 3.715 acre tract bears S 21°30'25" E, a distance of 1873.03 feet;

THENCE through the interior of said 3.715 acre tract the following two (2) courses:

4) with said curve to the left having a radius of **5,922.00 feet**, a delta angle of **00°11'41"**, an arc length of **20.14 feet**, and a chord which bears **S 66°25'47" W**, a distance of **20.14 feet** to a calculated point of tangency;

5) **S 66°19'57" W** a distance of **74.90 feet** to a calculated point in the common boundary line of said Vaughan 22.245 acre tract and said 3.715 acre tract, for the southwesterly corner of the herein described parcel;

6) **THENCE, N 21°25'25" W** with said common boundary line of the Vaughan 22.245 acre tract and the 3.715 acre tract a distance of **10.01 feet** to the **POINT OF BEGINNING**, having an area of 0.0218 acres of land (951 square feet), 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.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

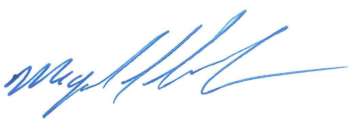
This property description is accompanied by a separate parcel plat.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT ___

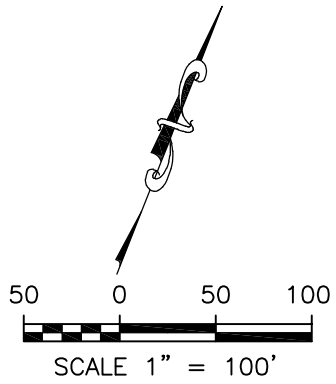
PLAT TO ACCOMPANY DESCRIPTION

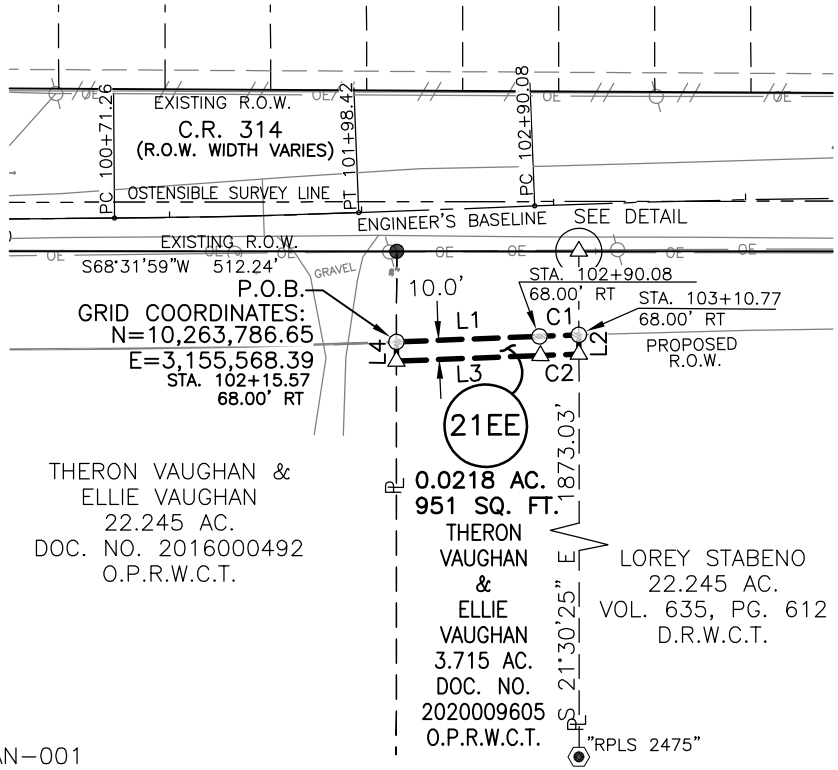
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	5932.00'	0°11'53"	20.51'	N 66°25'53" E	20.51'
C2	5922.00'	0°11'41"	20.14'	S 66°25'47" W	20.14'

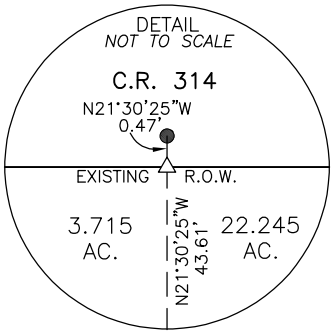
LINE	BEARING	DISTANCE
L1	N 66°19'57" E	74.51'
L2	S 21°30'25" E	10.01'
L3	S 66°19'57" W	74.90'
L4	N 21°25'25" W	10.01'

LEGEND

⬢	1/2" IRON ROD WITH CAP FOUND
●	1/2" IRON ROD FOUND
○	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
( )	RECORD INFORMATION







PROJECT NO.: SLAN-001

06/26/2024

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

THERON VAUGHAN & ELLIE VAUGHAN

PARCEL 21EE
0.0218 AC.
951 SQ. FT.

SCALE		PROJECT
1" = 100'	WILLIAMSON COUNTY	C.R. 314

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 21-VAUGHAN\PARCEL 21ELEC ESMT-VAUGHAN.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.

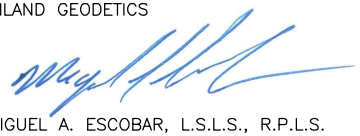
5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

7) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE COMPANY, UNDER GF NO. GT2301899, 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.

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

SCHEDULE B:

10a. (NOT A SURVEY MATTER)

10b. (NOT A SURVEY MATTER)

10c. EASEMENT DATED JULY 28, 2003, TO JARRELL-SCHWERTNER WATER SUPPLY, RECORDED UNDER DOCUMENT NO. 2003077027, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10d. EASEMENT DATED JULY 29, 2012, TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2004022852, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (LOCATION CANNOT BE DETERMINED FROM RECORD DOCUMENT)

10e. WASTEWATER FACILITIES EASEMENT DATED MARCH 7, 2023, TO SONTERRA MUNICIPLE UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2023020416, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SUBJECT PROPERTY)

10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT FOR UTILITIES DATED MARCH 7, 2023 TO LOREY STABENO, RECORDED UNDER DOCUMENT NO. 2023023741, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON, OR DOES NOT TOUCH THE SUBJECT PROPERTY)

10g. ANY PORTION OF THE HEREIN DESCRIBED PROPERTY WHICH FALLS WITHIN THE BOUNDARIES OF A ROAD OR ROADWAY.

10h. TERMS, PROVISIONS AND CONDITIONS OF ANY LEASES NOT OF RECORD.

10i. 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.

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

06/24/2024

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

THERON VAUGHAN & ELLIE VAUGHAN

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 21EE
0.0218 AC.
951 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 21-VAUGHAN\PARCEL 21ELEC ESMT-VAUGHAN.DWG

Commissioners Court - Regular Session **72.**

Meeting Date: 12/10/2024

ILA with City of Cedar Park for parkland projects

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 an Interlocal Agreement with the City of Cedar Park for the design and construction of a shared-use path and pedestrian bridge between the City's Lakeline Park and the Brushy Creek Regional Trail. Funding Source: Park Bonds P554

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:20 PM
Form Started By: Charlie Crossfield		Started On: 12/04/2024 04:32 PM
Final Approval Date: 12/06/2024		

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into by and between Williamson County, Texas (the "County") and the City of Cedar Park, Texas (the "City"), political subdivisions of the State of Texas and are sometimes collectively referred to as "the Parties."

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City is in the process of designing and constructing an approximate .75 mile, 12' wide shared use path and pedestrian bridge between the City's Lakeline Park and the Brushy Creek Regional Trail (the "Project"); and

WHEREAS, in 2020, the City and the County entered into an Interlocal Agreement wherein the County agreed to pay $2,000,000 as its contribution to the Project; and

WHEREAS, the County now desires to contribute additional funds as stated below for the Project; and

WHEREAS, the City and the County now desire to cooperate in the cost-sharing of the funding of improvements for the Project; and

WHEREAS, the total estimated cost of the entire Project, including engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing is $7,500,000 (the "Estimated Costs"); and

WHEREAS, the County has now committed to provide funding from the 2023 Williamson County Parks Bonds towards the Project in the amount of $1,750,000, which is in addition to the County's initial funding commitment of $2,000,000 in 2020, and the City has committed to provide the remaining funds necessary to complete the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
Terms and Conditions

1. The term "Design" for the purposes of this agreement means engineering, surveying, geotechnical, environmental and any other professional or technical service required to produce bidding documents, plans and specifications for the Project.

2. The term "Right-of-Way Acquisition" means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project.

3. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications (the "Plans") approved by the City and concurred with in writing by the County prior to contract award.

4. The term "Project" means the Design and Construction of an approximately .75 mile 12' wide shared use path connection between the City's Lakeline Park and the Brushy Creek Regional Trail, generally at the location shown on **Exhibit "A",** attached hereto.

5. The term "Project Costs" means all costs associated with Right-of-Way Acquisition, Design, and Construction of the Project, and reasonable related costs, including environmental mitigation, if necessary.

6. The City agrees to serve as Project manager on behalf of the City and the County and to administer all aspects of Design and Construction for the Project including Right-of-Way Acquisition and environmental mitigation, if necessary, consultant selection, preparation of construction plans, competitive bidding, Construction and inspection of the Project.

7. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.

8. The total amount of funding towards the Project Costs by County under this Interlocal Agreement shall be $3,750,000 (the "Total Funding Amount"), which is the sum of the County's funding commitment amount of $2,000,000 under the 2020 Interlocal Agreement between the City and the County and the total additional funding of $1,750,000 under this Interlocal Agreement. The City hereby agrees to provide all remaining funds necessary to complete the Project. In the event that the costs incurred by the City for the Design and Construction of the Project exceed the Estimated Cost, then the City shall bear sole responsibility for funding and completing the Project.

9. The City will submit reimbursement requests up to the Total Funding Amount using the following payment schedule: 25% upon full execution of the Agreement between the City and the County, 25% upon awarding Construction contract, 25% when Construction is 50% complete, as determined by the Construction contract, and 25% upon substantial completion, as defined by the Construction contract. County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the Williamson County Auditor's receipt of invoice from the City. Payment not mailed within 30 calendar days of receipt by the Williamson County Auditor will accrue interest at the rate set forth in Texas Government Code 2251.025(b).

10. The City agrees not to materially amend or otherwise reduce the Plans as approved by the County without the written concurrence of the County.

II.
Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind with respect to the subject matter, herein. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.

3. This Agreement is not a joint venture or other partnership between the parties.

4. This Agreement shall be performable in Williamson County, Texas, and the parties agree the exclusive venue for adjudication of any claim related to or arising out of the Agreement shall be in the courts of appropriate jurisdiction in Williamson County, Texas.

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

WILLIAMSON COUNTY, TEXAS:

By: _____

Bill Gravell
County Judge

Date: _____ _____, 20____

CITY OF CEDAR PARK, TEXAS

Brenda Eivens

Brenda Eivens, City Manager
City of Cedar Park, Texas

Date: 11-15, 2024

ATTEST:

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

J.P. LeCompte, City Attorney

EXHIBIT "A"

City of Cedar Park
Lakeline Park Regional Trail Connection
Preliminary Cost Estimate

	DESCRIPTION	TOTAL COST
	PEDESTRIAN BRIDGE	$ 1,490,000
	CONCRETE TRAIL-BRIDGE TRANSITION TO TWIN LAKES	$ 1,500,000
	CONCRETE TRAIL-BRIDGE TRANSITION TO LAKELINE	$ 76,000
	CONCRETE TRAIL-TWIN LAKES PARK SEGMENT	$ 590,000
	CONCRETE TRAIL-LAKELINE PARK SEGMENT	$ 155,000
	DRAINAGE	$ 25,000
	RETAINING WALL	$ 100,000
	LIGHTING	$ 35,000
	SIGNAGE	$ 75,000
	SITE WORK	$ 405,000
	MOBILIZATION	$ 203,000
	CONSTRUCTION SUBTOTAL	**$ 4,660,000**
	SOFT COSTS (DESIGN, INSPECTION, TESTING, ETC.)	$ 1,080,000
	ROW ACQUISITION	$ -
	CONSTRUCTION CONTINGENCY	$ 1,170,000
	ESCALATION	$ 590,000
	PROJECT TOTAL	**$ 7,500,000**
	PREVIOUS 2020 WILCO/COCP FUNDING	$ 4,000,000
	FUNDING REQUIRED	**$ 3,500,000**
	CITY SHARE	$ 1,750,000
	WILCO SHARE	$ 1,750,000

Meeting Date: 12/10/2024

Ronald Reagan Widening Seg. B CP&Y PSA Amendment #4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the Ronald Reagan Widening Segment B project contract between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P336 Fund Source: Road Bonds

Background

CP&Y Contract Amendment No. 4 increases the contract compensation cap by $300,000.00 from $3,920,000.00 to $4,220,000.00. This will allow for the execution of Work Authorization No. 3 for construction phase services estimated around $200,000.00. The remaining will be used for a potential design phase supplemental work authorization still under review. No other changes are proposed at this time.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RonaldReaganWidening(SegB)-CPY(STV)-PSAAmendment04

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:03 PM
Form Started By: Marie Walters		Started On: 12/05/2024
Final Approval Date: 12/06/2024		

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Widening ("Project")

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and CP&Y, 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 August 13th, 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 $3,920,000.00; and,

WHEREAS, the overall scope of Engineering Services set forth in Exhibit B are limited to the services in said Exhibit B; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $3,920,000.00 to $4,220,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

Robin Handel
Printed Name

Senior Vice President
Title

11/11/2024
Date

COUNTY:

By: _____
Signature

Bill Gravell Jr.
Printed Name

County Judge
Title

_____
Date

APPROVED
By Christen Eschberger at 5:05 pm, Dec 04, 2024

Commissioners Court - Regular Session **74.**

Meeting Date: 12/10/2024

Long Range Transportation Plan Updates

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding amending the Williamson County Long-Range Transportation Plan to address current and projected needs in the public interest.

Background

The attached amendments are recommended by staff. Adjustments have been made to the proposed arterial and corridor networks to accommodate advances in design, incoming plats, and other developments.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

conceptual

controlled acess

wilco arterial

wilco transportation plan

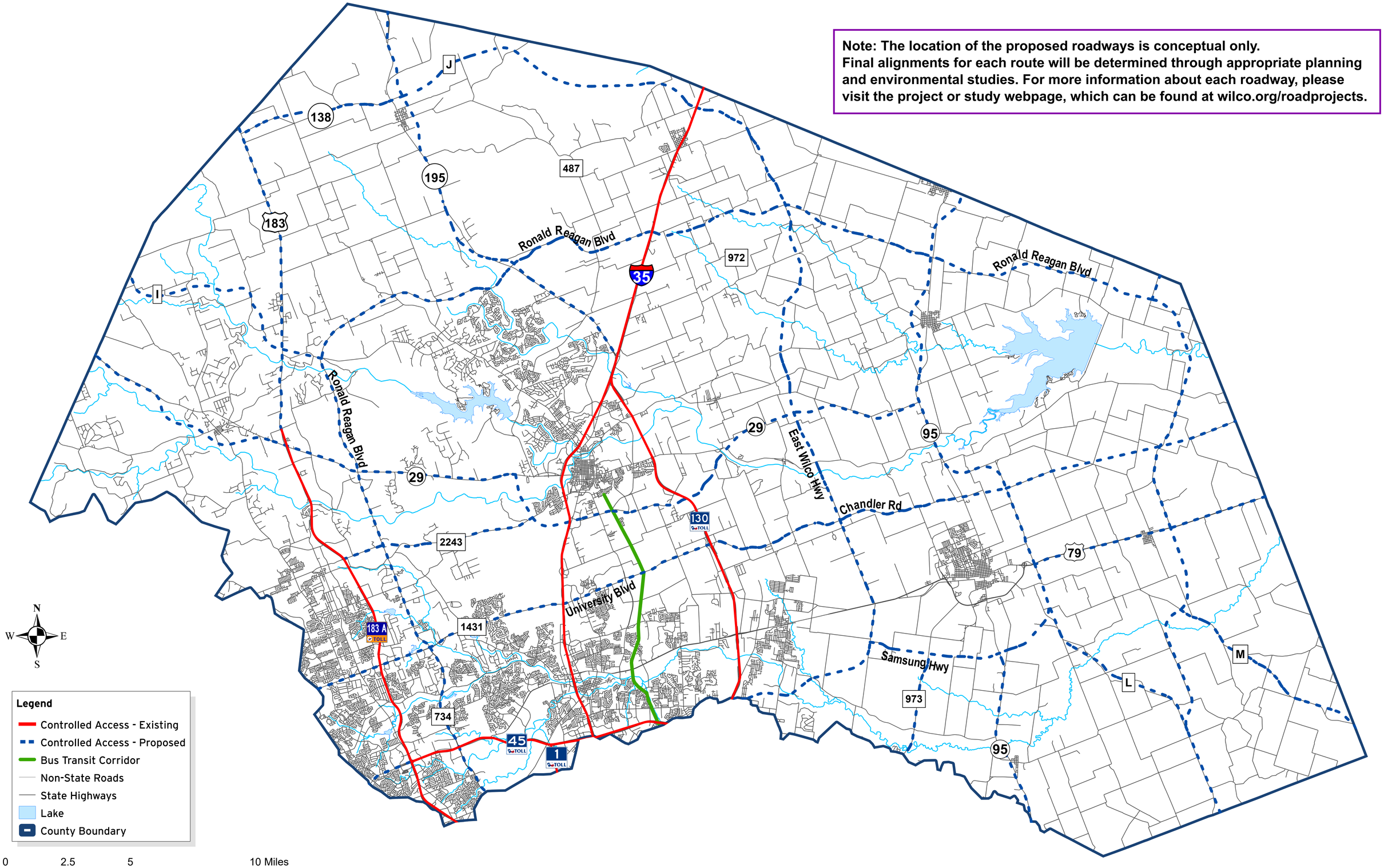
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:50 PM
Form Started By: Marie Walters		Started On: 12/05/2024 10:57 AM
Final Approval Date: 12/06/2024		

Revision date : 12/10/2024

Conceptual Map of Proposed Controlled Access Facilities

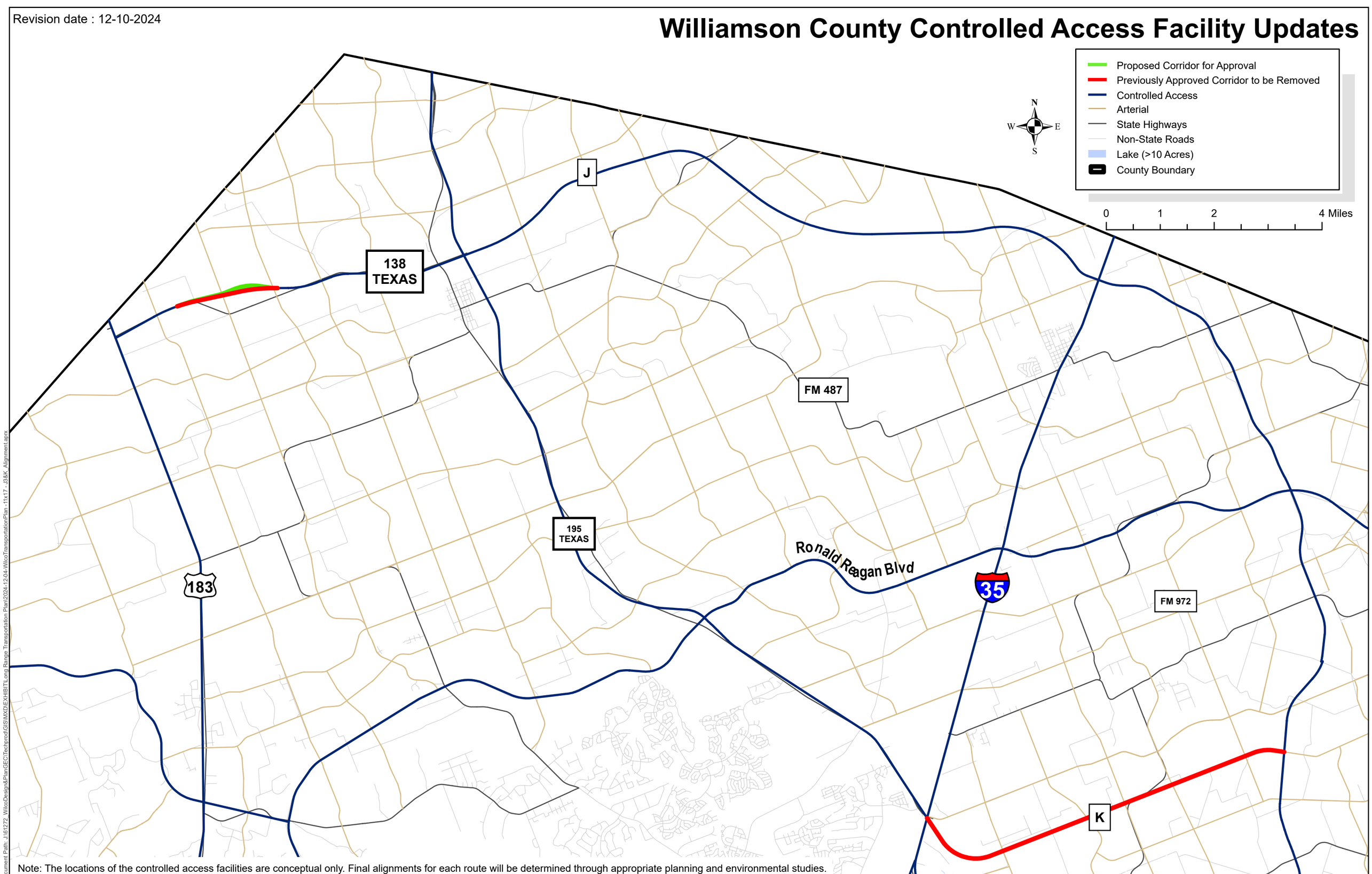
Note: The location of the proposed roadways is conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies. For more information about each roadway, please visit the project or study webpage, which can be found at wilco.org/roadprojects.



Document Path: J:\61272_WilcoDesign&PlanGEC\Techprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-12-04-WilcoTransportationPlan -11x17 - J38K_Alignment.aprx

Revision date : 12-10-2024

Williamson County Controlled Access Facility Updates

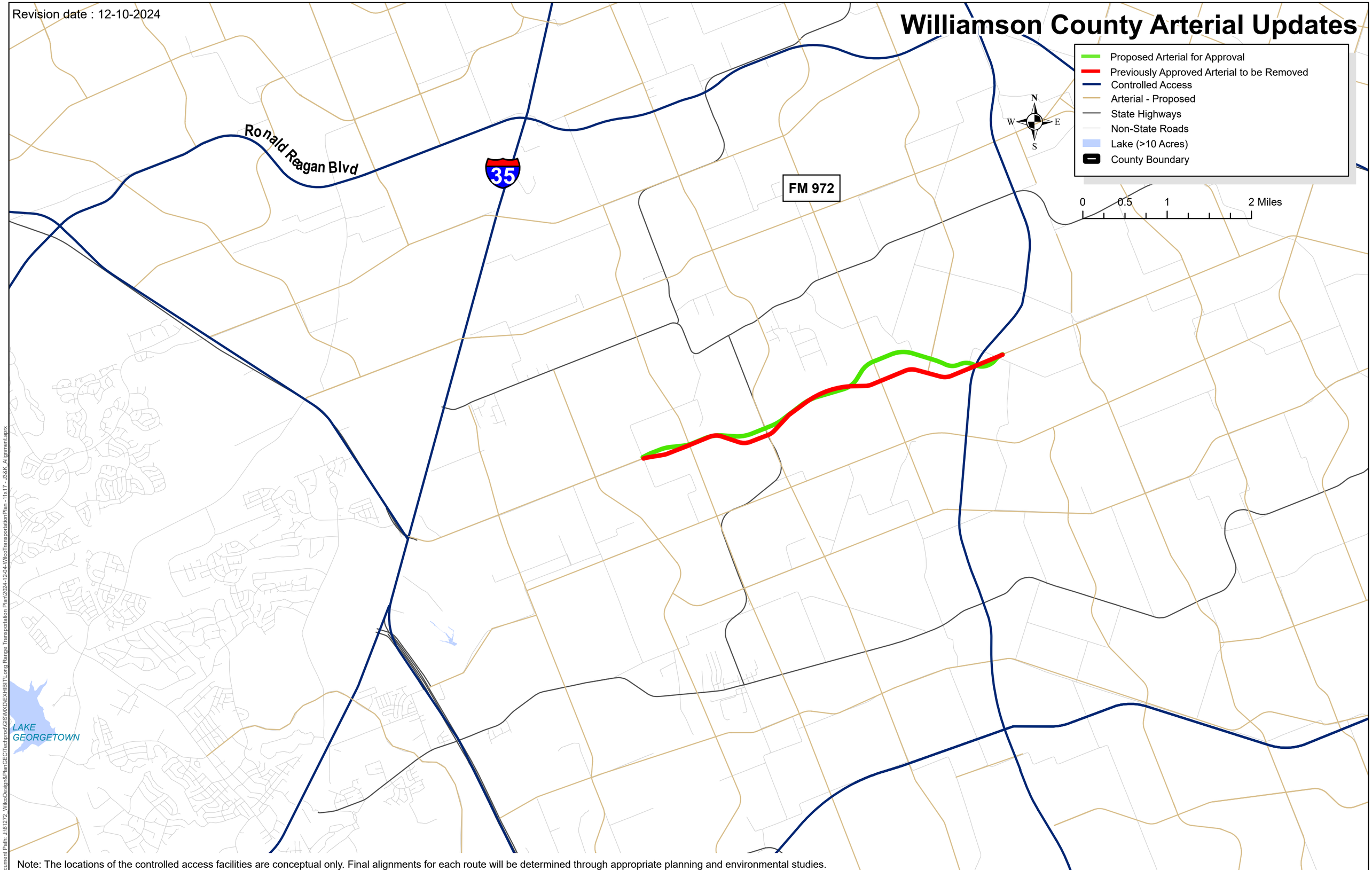


Note: The locations of the controlled access facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: J:\61272_WilcoDesign&PlanGEC\Technprod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-12-04-WilcoTransportationPlan_11x17_-_I35K_Alignment.aprx

Revision date : 12-10-2024

Williamson County Arterial Updates

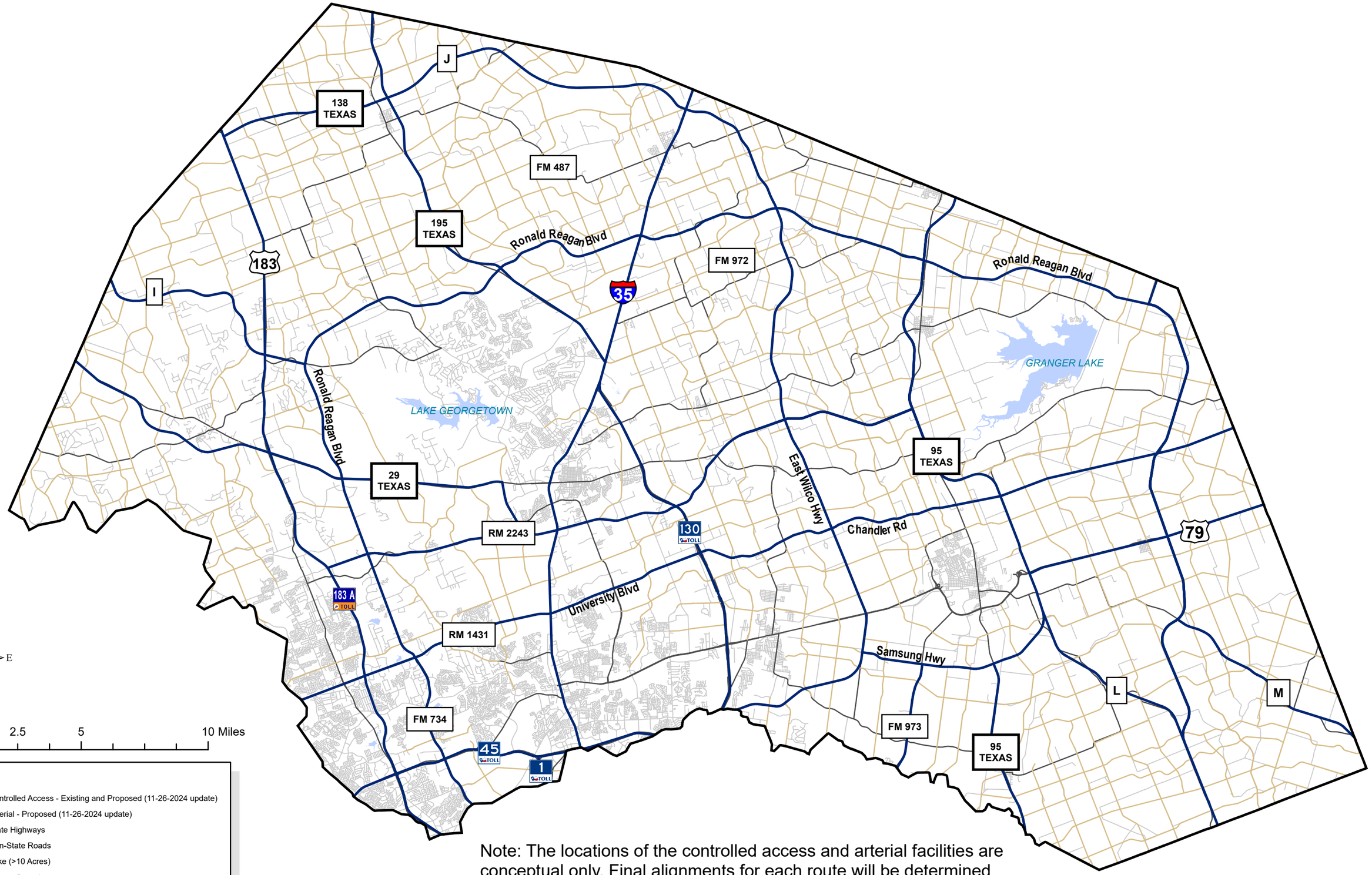


Note: The locations of the controlled access facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: J:\61272_WilcoDesign&PlanGEC\Technorod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-12-04-WilcoTransportationPlan -11x17 - J3&K_Alignment.aprx

Revision date : 12/10/2024

Williamson County Transportation Plan



Note: The locations of the controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

Document Path: J:\61272_WilcoDesign&PlanGEC\Techorod\GIS\MXD\EXHIBIT\Long Range Transportation Plan\2024-12-04-WilcoTransportationPlan -11x17 - J3&K Alignment.aprx

Meeting Date: 12/10/2024

Award of IFB #25IFB2 Commercial Lime Slurry, Hydrated Lime Slurry and Quicklime to Lhoist North America of Texas LLC for the Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB2 Commercial Lime Slurry, Hydrated Lime Slurry and Quicklime to the only bidder, Lhoist North America of Texas LLC.

Background

Williamson County notified one hundred nine (109) vendors and received one (1) response to provide for the purchase of Commercial Lime Slurry, Hydrated Lime Slurry and Quicklime, delivered or delivered and spread evenly on projects within Williamson County. After reviewing all pertinent information, the Road and Bridge Department recommends awarding IFB #25IFB2 to Lhoist North America of Texas, who provided the lowest and best bid and will be utilized on an as-needed basis, based on the scheduled jobs and locations and type of material. The budgeted amount is $250,000.00. No ensuing Agreement, bid submittal serves as contract. The Funding Source is 01.0200.0210.003597. The point of contact is Kelly Murphy.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tabulation

Form 1295 - Lhoist North America of Texas

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/04/2024 06:52 PM
County Judge Exec Asst.	Delia Colon	12/05/2024 09:30 AM
Form Started By: Fernando Ramirez		Started On: 11/18/2024 09:23 AM
Final Approval Date: 12/05/2024		

November 15, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB2 – Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime

After reviewing all the pertinent information, we have concluded that Lhoist North America of Texas, LLC submitted the overall lowest and best offer for the 25IFB2 bid, Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime. I recommend to the Williamson County Commissioners Court that they award Lhoist North America of Texas, LLC the vendor for IFB #25IFB2 – Commercial Lime Slurry, Hydrated Lime Slurry, and Quicklime.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

Lhoist North America of Texas, LLC

ITEM #	DESCRIPTION	UNIT	UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO AND SPREAD
1	COMMERCIAL LIME SLURRY	TON	$298.00
2	HYDRATED LIME SLURRY	TON	$390.64
3	QUICKLIME, GRADE DS	TON	$304.46

**Note:	23 ton minimum freight charge on pebble quicklime short loads	Per Ton	$36.53
**Note:	8 ton minimum freight charge on commercial lime slurry short loads	Per Ton	$42.33
**Note:	8 ton minimum freight charge on hydrate lime slurry short loads	Per Ton	$68.72

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:
2024-1240912

Date Filed:
11/19/2024

Date Acknowledged:
11/20/2024

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

Lhoist North America of Texas LLC
Fort Worth, 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.

(ITB) CALCIUM HYDROXIDE SLURRY
Hydroxide Slurry

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Niemann, Philipp	Fort Worth, 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:
2024-1240912

Date Filed:
11/19/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lhoist North America of Texas LLC
Fort Worth, 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.
(ITB) CALCIUM HYDROXIDE SLURRY
Hydroxide Slurry

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Niemann, Philipp	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Fort Worth (city), TX (state), 76109 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 19 day of November (month) 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **76.**

Meeting Date: 12/10/2024

Wilco HQ (P577) - Raba Kistner, Inc Supplemental Agreement No. 2

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental Agreement No. 2 for Geotechnical/Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc. relating to the new Wilco headquarters (P577).

Background

This Supplemental Agreement No. 2 to the Agreement for Construction Materials Test Engineering Services between Williamson County and Raba Kistner, Inc is made to compensate the vendor for additional services with an increase in the Agreement's sum by $17,925.61. Funding Source P577.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco HQ RKCI SA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/04/2024 03:13 PM
Form Started By: Gretchen Glenn		Started On: 11/21/2024 01:29 PM
Final Approval Date: 12/04/2024		

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR CONSTRUCTION MATERIALS TEST ENGINEERING SERVICES

PROJECT: **Williamson County Headquarters** ("Project")

CONSTRUCTION MATERIALS TEST ENGINEER: **Raba Kistner, Inc.** ("Test Engineer")
Ali Hekmatfar, Ph.D, P.E.
8100 Cameron Road, Suite B-150
Austin, TX 78754

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. 2 to **Agreement for Construction Materials Test Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and Test Engineer.

R E C I T A L S

WHEREAS, County and Test Engineer previously executed **Agreement for Construction Materials Test Engineering Services** being dated effective **April 16, 2024** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **obtain steel beam camber observations/measurements reports**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and Test Engineer agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

Test Engineer hereby agrees to provide the following Additional Services:

TESTING/OBSERVATION ITEM	UNIT	ESTIMATED QUANTITY
Steel Beam Camber Observation/Measurements		
Field Testing/Observation		
Materials Technician	hour	219
Vehicle Travel Charge	trip	73
PROJECT ADMINISTRATION		
Admin/Clerical	hour	2
Engineer in Training	hour	2
Senior Project Manager	hour	6
TOTAL FEE	**$17,925.61**	

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay Test Engineer **Seventeen Thousand, Nine Hundred Twenty-Five and Sixty-One/100 Dollars ($ 17,925.61)**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

Test Engineer hereby agrees to provide the Additional Services by or before **August 29, 2025.**

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto

which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

TEST ENGINEER:
Raba Kistner, Inc.

By: Yvonne Garcia Thomas
Signature

Yvonne Garcia Thomas, P.E.
Printed Name

Vice President
Title

Date Signed: December 3, 2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

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.

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 **77.**

Meeting Date: 12/10/2024

Consent and Development Agreement for WC MUD 48

Submitted For: Adam Boatright

Submitted By: Inky Chandler-Mertz, Information Technology

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Houston-Taylor Capital Investments, LLC and the proposed Williamson County Municipal Utility District No. 48.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - WC MUD 48

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:41 PM
Form Started By: Inky Chandler-Mertz		Started On: 12/06/2024 01:16 PM
Final Approval Date: 12/06/2024		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

HOUSTON-TAYLOR CAPITAL INVESTMENTS, LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 48

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*") and **Houston-Taylor Capital Investments, LLC** (the "*Developer*"). Subsequent to its creation, **Williamson County Municipal Utility District No. 48**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*". The effective date (the "*Effective Date*") of this Agreement shall be date of the last signatory to this Agreement.

RECITALS

WHEREAS, the Developer has under contract to purchase in phases approximately 506.558 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Developer intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Developer and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the landowner and Developer have proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Developer, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Affiliate means any entity under common control of Developer or any of Developer's owners.

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Developer means Houston-Taylor Capital Investments, LLC and its successors and assigns under this Agreement.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 506.558 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District.

(a) The County acknowledges receipt of notice of the request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the date Developer submits its request to the TCEQ to include the language described in Paragraph (b) of this Section 2.01 in the TCEQ order creating the District and notifies the County that the request has been submitted, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Cathy Moore and Mark Albrecht for the creation of Williamson County Municipal Utility District No. 48*, TCEQ Docket 2024-0669-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

(b) Developer agrees to cause the TCEQ to include the following statement in the TCEQ order creating District: "Within thirty (30) days after the date the District's Board of Directors holds its organizational meeting, the District shall join in the execution

of that certain Consent and Development Agreement with Williamson County, Texas, dated _____, 2024."

Section 2.02. District Execution of Agreement. The Developer shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Developer or an Affiliate will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Developer or an Affiliate required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed i) on land that is outside the boundaries of the Land and is that is not otherwise owned by Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to such Land. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the Corridor Projects in the LRTP.

(b) LRTP Arterial(s) Dedication. The Developer, or an Affiliate will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Developer, or an Affiliate required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed i) on land that is outside the boundaries of the Land and is not owned Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County in a time period as determined by the County. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the LRTP as LRTP Arterials.

(c) Right of Way Reimbursements. The Developer reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Developer which will not be unreasonably withheld. Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land. If the County determines it no longer needs any portion of the Land for any Corridor Project and/or LRTP Arterial(s) right-of-way as shown on Exhibit B, County agrees to release the Land no longer needed for any Corridor Project and/or LRTP Arterial(s) right-of-way to the adjoining landowner.

Section 3.02. Road Construction. Except in cases when the Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Developer or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Developer hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Developer has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any

conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Developer's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County and the Developer and following creation of the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) Prior to Developer's purchase of all or any portion of the Land, this Agreement may not be assigned to a person or entity that is not an Affiliate without County's written consent, which will not be unreasonably withheld. If Developer owns all or a portion of the Land and this Agreement has been recorded in the real property records of Williamson County, as required by Paragraph (b) of this Section 5.03, this Agreement, and the rights of the Developer hereunder, may be assigned by the Developer as to all or any portion of the Land being purchased by such entity. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. The Developer shall provide the County written notice of the assignment pursuant to Section 6.01 below.

(b) The terms of this Agreement will run with the Land and will be binding upon the Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect. Upon the purchase of all or a portion of the Land, Developer shall record this Agreement in the real property records of Williamson County.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

(d) If Developer does not purchase all or a portion of the Land after the creation of the District, the District shall cause the owner of the Land (or any portion thereof) to assume this Agreement. The District may not enter into any Reimbursement Agreements with the owner of the Land and may not reimburse the owner of the Land for any of the costs associated with the development of the Land unless and until the owner of such Land (or any portion thereof) has assumed the Agreement as to the portion it acquires and records the Agreement in the real property records of Williamson County.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, Developer, or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Developer or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Developer or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs. If the District fails to cause the owner of all or any portion of the Land to assume this Agreement as provided by Section 5.03(d), or fails to acquire right-of-way as provided by Section 3.01(a)(ii) and (b)(ii), the County shall have the right to enjoin the District from executing any Reimbursement Agreements with the owner of the Land (or any portion thereof) and reimbursing the owner of the Land (or any portion thereof) the eligible costs (related to the portion of Land that is not bound by this Agreement).

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

Developer: At the address set forth under Developer's execution below

District: At the address set forth under District's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the

State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Developer and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Developer and District. Developer further represents that it is not prohibited by law from contracting with the County.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery,

pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District and the Developer (and any assignee of the Developer).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by_ _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

DEVELOPER:

HOUSTON-TAYLOR CAPITAL INVESTMENTS, LLC

By: _____

Name: Zach Ipour

Its: Co-President

Date: 12-4-24

Address for Notice:

2101 Cedar Springs Rd Ste 700 Dallas Tx 75201
Attn: Sidney Bazzi, General Counsel
_____
_____, _____ _____

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 4 day of December, 2024, by Zach Ipour, as Co President of Houston-Taylor Capital Investments, on behalf of Developer.

_____
Notary Public Signature

(SEAL)

TISHA TRIBBLE
Notary Public, State of Texas
Comm. Expires 04-23-2026
Notary ID 131540082

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 48

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

_____

Attn: _____

_____

_____, _____ _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. 48, on behalf of said District.

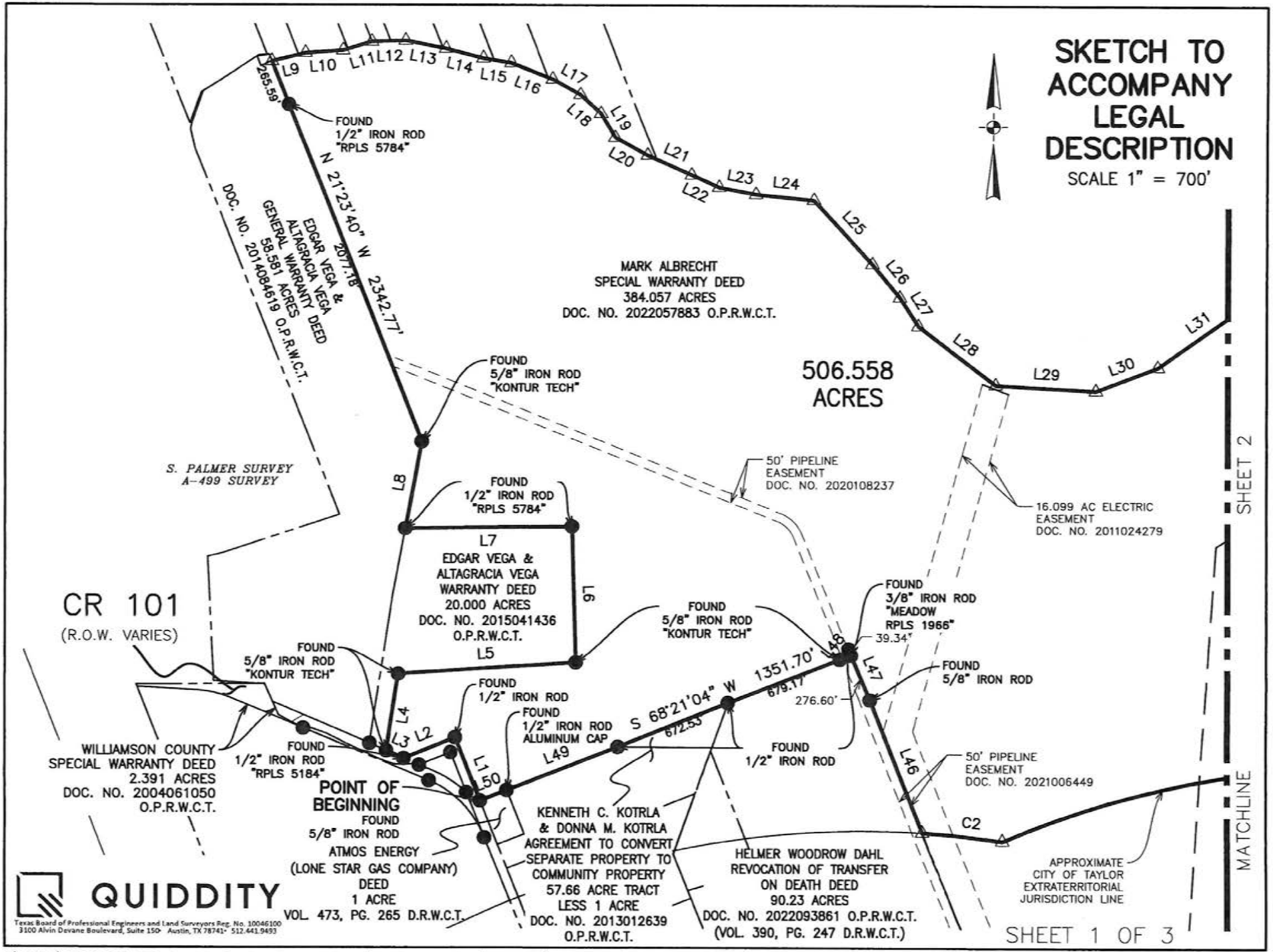
(SEAL)

_____
Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]



K:\17997\17997-0001-00 Chandler Road - Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primary.dwg

RLH/ash JOB # 17997-0001-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE 1" = 700'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	49°19'54"	5330.00'	4589.13'	N 88°37'20" W	4448.69'
C2	4°52'09"	5381.93'	457.37'	N 84°04'39" W	457.23'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 21°33'38" W	383.42'
L2	S 68°03'08" W	314.25'
L3	N 66°14'34" W	107.76'
L4	N 08°39'51" E	441.37'
L5	N 86°12'36" E	1006.77'
L6	N 01°35'48" W	778.73'
L7	S 89°14'04" W	944.19'
L8	N 10°31'43" E	507.65'
L9	N 76°32'57" E	195.58'
L10	N 85°52'59" E	213.11'
L11	N 73°33'44" E	170.60'
L12	N 88°16'29" E	191.51'
L13	S 78°58'01" E	233.13'
L14	S 75°48'31" E	218.57'
L15	S 80°47'31" E	159.87'
L16	S 68°44'46" E	251.37'
L17	S 60°02'37" E	180.95'
L18	S 46°49'08" E	159.93'
L19	S 30°06'55" E	162.21'
L20	S 60°31'02" E	211.82'
L21	S 65°47'05" E	275.20'
L22	S 65°09'00" E	170.48'
L23	S 79°13'00" E	211.89'
L24	S 84°15'44" E	329.83'
L25	S 42°14'17" E	493.12'
L26	S 39°14'08" E	246.21'
L27	S 32°40'08" E	194.10'
L28	S 52°33'08" E	553.15'
L29	S 86°45'08" E	569.20'
L30	N 68°42'47" E	374.20'
L31	N 54°28'43" E	668.16'
L32	N 82°17'53" E	815.46'
L33	S 73°48'08" E	538.37'
L34	S 70°55'08" E	601.59'
L35	S 78°07'08" E	274.21'
L36	S 62°38'08" E	209.62'
L37	S 21°20'27" E	345.39'
L38	S 22°05'48" E	218.55'
L39	S 14°07'38" W	46.80'
L40	S 24°40'54" E	105.44'
L41	S 21°35'31" E	338.94'
L42	S 35°00'14" E	92.38'
L43	S 20°26'16" E	122.89'
L44	S 60°55'53" W	349.83'
L45	S 12°16'08" E	318.63'
L46	N 21°34'41" W	807.36'
L47	N 22°42'00" W	315.94'
L48	S 39°48'47" W	77.87'
L49	S 68°40'54" W	674.04'
L50	S 68°24'24" W	162.63'

64.18'
751.28'
L32
L33
L34
L35
L36
S 06°53'46" W
284.37'
101.97'
S 21°39'10" E
1142.16'
1244.13'
L37
L38
639
L40
L41
L42
L43
L44
L45
C1

SHEET 1

MATCHLINE

506.558
ACRES

APPROX. SAMUEL PHARRASS SURVEY
A-24 SURVEY LINE

FOUND
1/2" IRON ROD
"FOREST 1847"

BEVERLY JO ATCHLEY RESCH
SPECIAL WARRANTY DEED
137.21 ACRES
DOC. NO. 2011036584 O.P.R.W.C.T.

CATHY MOORE
SPECIAL WARRANTY DEED
401.230 ACRES
DOC. NO. 2022057882 O.P.R.W.C.T.

FOUND
1/2" IRON ROD
"FOREST 1847"

FOUND
5/8" IRON ROD

FOUND
1" IRON PIPE
5/8" I.R. FND. BRS
S 32°22'20" W - 1.57'

FOUND
5/8" IRON ROD

FOUND
1/2" IRON ROD
"FOREST 1847"

APPROXIMATE
CITY OF TAYLOR
EXTRATERRITORIAL
JURISDICTION LINE

FOUND
1/2" IRON ROD
"FOREST 1847"

FOUND
60D NAIL
IN FENCE POST

FOUND
1/2" IRON ROD

S. PALMER SURVEY
A-499 SURVEY

QUESTTRUST COMPANY
FBO MICHAEL HERZOG
SPECIAL WARRANTY DEED
78.387 ACRES
DOC. NO. 2021005374 O.P.R.W.C.T.

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
3100 Alvin Devane Boulevard, Suite 150 Austin, TX 78741 512.441.9493

K:\17997\17997-0001-00 Chandler Road - Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primary.dwg

RLH/ash JOB # 17997-0001-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

●	IRON ROD FOUND
▲	NAIL FOUND
△	CALCULATED POINT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

NOTES:

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

2-21-2023

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046300
3100 Alvin Devane Boulevard, Suite 150 Austin, TX 78741 512.441.9493

K:\17997\17997-0001-00 Chandler Road – Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primary.dwg RLH/ash JOB # 17997-0001-00

QUIDDITY

Figure 2 – District Boundary Metes & Bounds Description and Closure Calculations

QUIDDITY

3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING a 506.558-acre tract of land out of the Silas Palmer Survey No. 12, Abstract No. 499, Williamson County, Texas, being a portion of that certain tract of land called to contain 401.230-acres (Tract 2) as described in a Special Warranty Deed to Cathy Moore recorded in Document No. 2022057882 of the Official Public Records of Williamson County, Texas and being a portion of that certain tract of land called to contain 384.057-acres (Tract 1) as described in a Special Warranty Deed to Mark Albrecht recorded in Document No. 2022057883 of the Official Public Records of Williamson County, Texas; said 506.558-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING: at a 5/8-inch iron rod found on the northeastern right-of-way line of County Road 101 for the northwestern corner of a 1-acre tract of land as described in a Deed to Atmos Energy (Lone Star Gas Company) recorded in Volume 473, Page 265 of the Deed Records of Williamson County, Texas, for a corner of the said 384.057-acre tract, for a southwestern corner of this herein described tract;

THENCE: Along a common line of said County Road 101 and the said 384.057-acre tract with the following courses and distances:

1. North 21°33'38" West a distance of 383.42 feet to a 1/2-inch iron rod found;
2. South 68°03'08" West a distance of 314.25 feet to a 1/2-inch iron rod with cap stamped "RPLS 5184" found;
3. North 66°14'34" West a distance of 107.76 feet to a 1/2-inch iron rod with cap stamped "KONTUR TECH" found for the southernmost southeastern corner of a 20.000-acre tract of land as described in a Warranty Deed to Edgar Vega & Altagarcia Vega recorded in Document No. 2015041436 of the Official Public Records of Williamson County, Texas, for a corner of the said 384.057-acre tract;

THENCE: Along the common line of the said 20.000-acre tract and the said 384.057-acre tract with the following courses and distances:

1. North 08°39'51" East a distance of 441.37 feet to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found;
2. North 86°12'36" East a distance of 1006.77 feet to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found;
3. North 01°35'48" West a distance of 778.73 feet to a 1/2-inch iron rod with cap stamped "RPLS 5784" found;
4. South 89°14'04" West a distance of 944.19 feet to a 1/2-inch iron rod with cap stamped "RPLS 5784" found on the southeastern line of a 58.581-acre tract of land as described in a General Warranty Deed to Edgar Vega & Altagarcia Vega recorded in Document No. 2014084619 of the Official Public Records of Williamson County, Texas, for a corner of the said 384.057-acre tract;

THENCE: Along the common line of the said 58.581-acre tract and the said 384.057-acre tract with the following courses and distances:

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1. North 10°31'43" East a distance of 507.65 feet to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found;
2. North 21°23'40" West at a distance of 2077.18 feet pass a 1/2-inch iron rod with cap stamped "RPLS 5784" found online, **a distance in all of 2342.77 feet** to a calculated point in the approximate center line of the San Gabriel River, for a corner of the said 58.581-acre tract, the northwestern of the said 384.057-acre tract, for the northwestern corner of this herein described tract;

THENCE: Along the approximate center line of the San Gabriel River, the northern line of the said 384.057-acre tract and the approximate southern line of the herein listed adjoining tracts:

- 7.877-acres to Claudia Alvarado-Hurt, General Warranty Deed, Document No. 2018053826, Official Public Records of Williamson County, Texas,
- 11.95-acres to Ray C. Boone, III & Jenni Diane Eiremo, General Warranty Deed, Document No. 2021029244, Official Public Records of Williamson County, Texas,
- 10.00-acres to James M. Paul, Warranty Deed with Vendor's Lien, Document No. 2008054689, Official Public Records of Williamson County, Texas,
- 0.514-acres to James M. Paul, General Warranty Deed, Document No. 2009042405, Official Public Records of Williamson County, Texas,
- 12.06-acres to Brenda Joan & Glenn Ray Hagler, General Warranty Deed with Vendor's Lien, Document No. 2020048756, Official Public Records of Williamson County, Texas,
- 10.001-acres to Robert Peek, Assumption Warranty Deed with Vendor's Lien, Document No. 2015010205, Official Public Records of Williamson County, Texas,
- 11.31-acres to Jonah Daniel Properties, LLC, General Warranty Deed, Document No. 2018108968, Official Public Records of Williamson County, Texas,
- 21.678-acres to Fengshui Properties, LLC, Warranty Deed, Document No. 2017016132, Official Public Records of Williamson County, Texas,
- 353.692-acres to County of Williamson, Special Warranty Deed, Document No. 2008007749, Official Public Records of Williamson County, Texas,

With the following courses and distances:

1. North 76°32'57" East a distance of 195.58 feet to a calculated point;
2. North 85°52'59" East a distance of 213.11 feet to a calculated point;
3. North 73°33'44" East a distance of 170.60 feet to a calculated point;
4. North 88°16'29" East a distance of 191.51 feet to a calculated point;
5. South 78°58'01" East a distance of 233.13 feet to a calculated point;
6. South 75°48'31" East a distance of 218.57 feet to a calculated point;
7. South 80°47'31" East a distance of 159.87 feet to a calculated point;
8. South 68°44'46" East a distance of 251.37 feet to a calculated point;
9. South 60°02'37" East a distance of 180.95 feet to a calculated point;
10. South 46°49'08" East a distance of 159.93 feet to a calculated point;
11. South 30°06'55" East a distance of 162.21 feet to a calculated point;
12. South 60°31'02" East a distance of 211.82 feet to a calculated point;
13. South 65°47'05" East a distance of 275.20 feet to a calculated point;
14. South 65°09'00" East a distance of 170.48 feet to a calculated point;

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15. South 79°13'00" East a distance of 211.89 feet to a calculated point;
16. South 84°15'44" East a distance of 329.83 feet to a calculated point;
17. South 42°14'17" East a distance of 493.12 feet to a calculated point;
18. South 39°14'08" East a distance of 246.21 feet to a calculated point;
19. South 32°40'08" East a distance of 194.10 feet to a calculated point;
20. South 52°33'08" East a distance of 553.15 feet to a calculated point;
21. South 86°45'08" East a distance of 569.20 feet to a calculated point;
22. North 68°42'47" East a distance of 374.20 feet to a calculated point;
23. North 54°28'43" East a distance of 668.16 feet to a calculated point;

THENCE: North 82°17'53" East continuing along the approximate center line of the San Gabriel River and the said 384.057-acre tract, at a distance of 64.18 feet pass a calculated point for northeastern corner of the said 384.057-acre tract, the northwestern corner of the said 401.230-acre tract, from which a 5/8-inch iron rod with cap stamped "KONTUR TECH" found on the common eastern line of the said 384.057-acre tract and a western line of the said 401.230-acre tract bears South 06°53'46" West a distance of 284.57 feet; continuing North 82°17'53" East **a distance in all of 815.46 feet** to a calculated point;

THENCE: Along the common line of the said approximate center line of the San Gabriel River, the northern line of the said 401.230-acre tract and the approximate southern line of the herein listed adjoining tracts:

With the following courses and distances:

- 353.692-acres to County of Williamson, Special Warranty Deed, Document No. 2008007749, Official Public Records of Williamson County, Texas,
- 13.83-acres to DBR 29, LLC, Cash Warranty Deed, Document No. 2017109721, Official Public Records of Williamson County, Texas,
- 14.558-acres to Henry Blum, General Warranty Deed, Volume 1618, Page 75, Official Records of Williamson County, Texas,
- 1.00-acres to Henry Blum, General Warranty Deed, Volume 1130, Page 491, Official Records of Williamson County, Texas,
- 0.90-acres to Henry Blum, Warranty Deed, Volume 576, Page 307, Official Records of Williamson County, Texas,
- 0.90-acres to Richard W. Buchhorn, Warranty Deed, Document No. 1996006842, Official Public Records of Williamson County, Texas,
- 0.90-acres to Richard W. Buchhorn & Jean A. Buchhorn, Herbert O. Koch & Mary E. Koch, Warranty Deed, Volume 754, Page 330, Deed Records of Williamson County, Texas,
- 0.90-acres to Cortez & Esparza enterprises, LLC, Highway 29 Series, Special Warranty Deed, Document No. 2015088748, Official Public Records of Williamson County, Texas,
- 0.90-acres to Jayson Angell, Special Warranty Deed, Document No. 2018024453, Official Public Records of Williamson County, Texas,
- 0.90-acres to Melissa Welch, Special Warranty Deed, Document No. 2019065676, Official Public Records of Williamson County, Texas,
- 0.90-acres to Melissa Welch & Jayson Angell, Special Warranty Deed, Document No. 2019065677, Official Public Records of Williamson County, Texas,

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- 0.904-acres to Mary Amber Underwood & David Michael Morris, General Warranty Deed, Document No. 2013072823, Official Public Records of Williamson County, Texas,
- 0.93-acres to Robert Scruggs, Deed, Volume 2092, Page 414, Official Records of Williamson County, Texas,

1. South 73°48'08" East a distance of 538.37 feet to a calculated point;
2. South 70°55'08" East a distance of 601.59 feet to a calculated point;
3. South 78°07'08" East a distance of 274.21 feet to a calculated point;
4. South 62°38'08" East a distance of 209.62 feet to a calculated point for the northeastern corner of the said 401.230-acre tract, a northwestern corner of a 137.21-acre tract of land as described in a Special Warranty Deed to Beverly Jo Atchley Resch recorded in Document No. 2011036584 of the Official Public Records of Williamson County, Texas, for the northeastern corner of this herein described tract;

THENCE: Along the common line of the said 137.21-acre tract and the said 401.230-acre tract with the following courses and distances:

1. South 21°39'10" East at a distance of 101.97 feet pass a 1/2-inch iron rod with cap stamped "FOREST 1847" found for online, **a distance in all of 1244.13 feet** to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
2. South 21°20'27" East a distance of 345.39 feet to a 5/8-inch iron rod found;
3. South 22°05'48" East a distance of 218.55 feet to a 1-inch iron pipe found, from which a 5/8-inch iron rod found bears South 32°22'20" West a distance of 1.57 feet;
4. South 14°07'38" West a distance of 46.80 feet to a 5/8-inch iron rod found;
5. South 24°40'54" East a distance of 105.44 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
6. South 21°35'31" East a distance of 338.94 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
7. South 35°00'14" East a distance of 92.38 feet to a 1/2-inch iron rod with cap stamped "FOREST 1847" found;
8. South 20°26'16" East a distance of 122.89 feet to a 1/2-inch iron rod found for a corner of the said 137.21-acre tract, a corner of the said 401.230-acre tract, for the northeastern corner of a 78.387-acre tract of land as described in a Special Warranty Deed to Quest Trust Company FBO Michael Herzog recorded in Document No. 2021005374 of the Official Public Records of Williamson County, Texas;

THENCE: Along the common line of the said 78.387-acre tract and the said 401.230-acre tract with the following courses and distances:

1. South 60°55'53" West a distance of 349.83 feet to a 60D nail in fence post found;
2. South 12°16'08" East a distance of 318.63 feet to a calculated point on an approximate northern Extraterritorial Jurisdiction (ETJ) line of the City of Taylor, for the southeastern corner of this herein described tract;;

THENCE: Across the said 401.230-acre tract and the said 384.057-acre tract with the following courses and distances:

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1. with a non-tangent curve to the left having a Delta angle of 49°19'54", a Radius of 5330.00 feet, an Arc length of 4589.13 feet, with a Chord bearing of North 88°37'20" West a distance of 4448.69 feet to a calculated point;
2. with a non-tangent curve to the left having a Delta angle of 4°52'09", a Radius of 5381.93 feet, an Arc length of 457.37 feet, with a Chord bearing of North 84°04'39" West a distance of 457.23 feet to a calculated point of intersection of the approximate northern line of the City of Taylor Extraterritorial Jurisdiction Line (ETJ) and the western line of the said 384.057-acre tract, the eastern line of a 90.23-acre tract of land as described in a Revocation of Transfer on Death Deed to Helmer Woodrow Dahl recorded in Document no. 2022093861 of the Official Public Records, further described in Volume 390, Page 247 of the Deed Records of Williamson County, Texas, for the southernmost southwestern corner of this herein described tract;

THENCE: North 21°34'41" West a distance of 807.36 feet along the common line of the said 90.23-acre tract and the said 384.057-acre tract, to a 5/8-inch iron rod with cap stamped "KONTUR TECH" found on the northeastern line of the said 90.23-acre tract, for a corner of the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: North 22°42'00" West continuing along the common line of the said 90.23-acre tract and the said 384.057-acre tract, at a distance of 276.61 feet pass a to a 3/8-inch iron rod with cap stamped "MEADOW RPLS 1966" found, **a distance in all of 315.94 feet** to a 1/2-inch iron rod found for a corner of the said 90.23-acre tract and the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: South 39°48'47" West a distance of 77.87 feet Continuing along a northwestern line of the said 90.23-acre tract, a line of the said 384.057-acre tract, to a 1/2-inch iron rod found for a corner the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: South 68°21'04" West continuing along the northwestern line of the said 90.23-acre tract, a line of the said 384.057-acre tract, at a distance of 679.17 feet pass a 1/2-inch iron rod found for a corner of the said 90.23-acre tract and the northeastern corner of the remainder of a 57.66-acre tract of land as described in a Agreement to Convert separate Property to Community Property to Kenneth C. Kotrla & Donna M. Kotrla recorded in Document No. 2013012639 of the Official Public Records of Williamson County, Texas, **a distance in all of 1351.70 feet** to a 1/2-inch iron rod found on the northwestern line of the said 57.66-acre tract, for a corner of the said 384.057-acre tract, for a corner of this herein described tract;

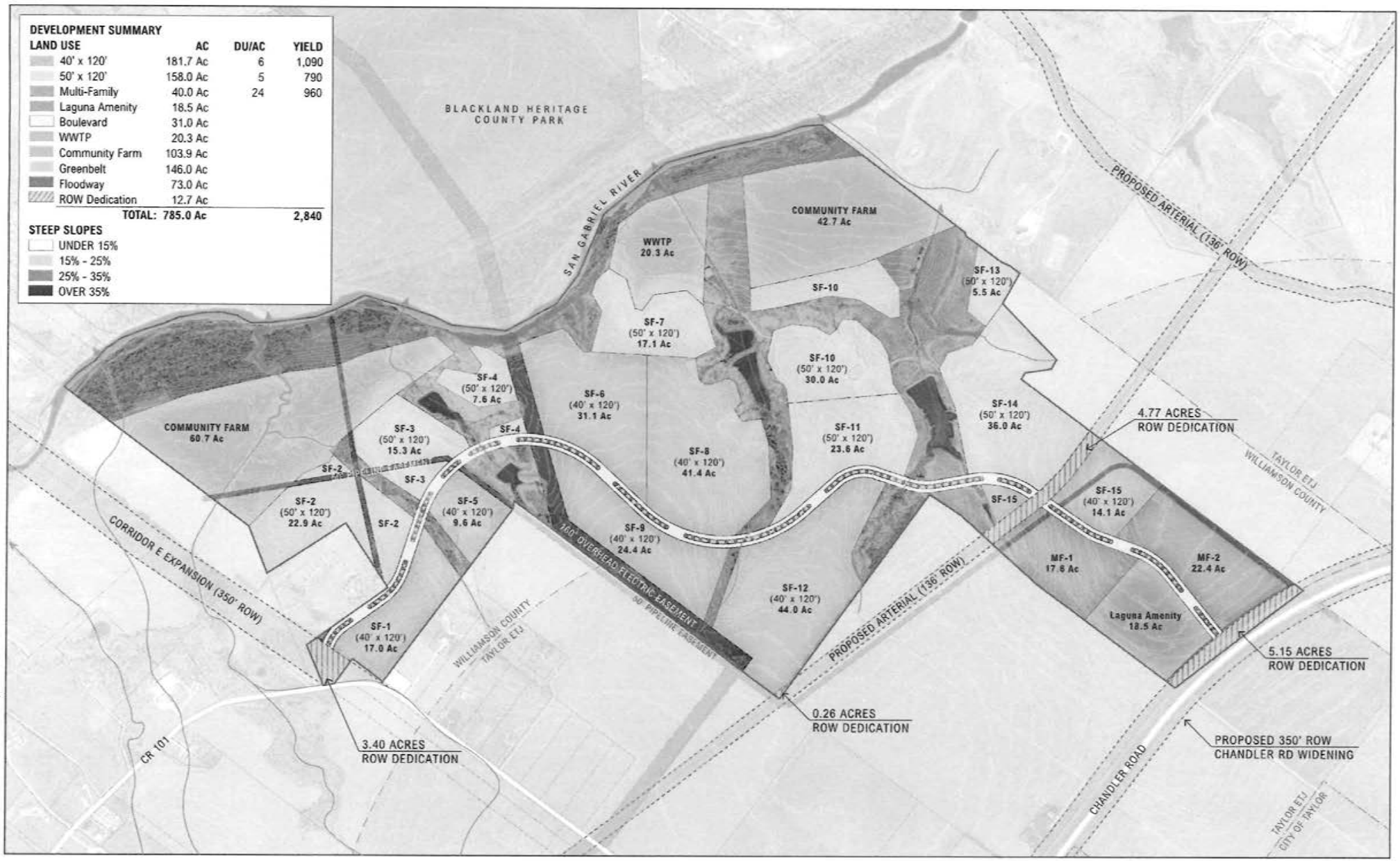
THENCE: South 68°40'54" West a distance of 674.04 feet continuing along the northwestern line of the said 57.66-acre tract, a line of the said 384.057-acre tract, to a 1/2-inch iron rod with aluminum cap found for a corner of the remainder of the said 57.66-acre tract, the northeastern corner of the said 1-acre tract, for a corner of the said 384.057-acre tract, for a corner of this herein described tract;

THENCE: South 68°24'24" West a distance of 162.63 feet along the northwestern line of the said 1-acre tract, a line of the said 384.057-acre tract, to the **POINT OF BEGINNING** and **CONTAINING** an area of 506.558-acres of land.

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



LJA ENGINEERING

FIJI ISLAND
CONCEPTUAL LAND USE PLAN
DECEMBER 2, 2024

PHARIS DESIGN

Commissioners Court - Regular Session **78.**

Meeting Date: 12/10/2024

Consent and Development Agreement for WC MUD 50

Submitted For: Adam Boatright

Submitted By: Inky Chandler-Mertz, Information Technology

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Houston-Taylor Capital Investments, LLC and the proposed Williamson County Municipal Utility District No. 50.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - WC MUD 50

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:41 PM
Form Started By: Inky Chandler-Mertz		Started On: 12/06/2024 01:29 PM
Final Approval Date: 12/06/2024		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

HOUSTON-TAYLOR CAPITAL INVESTMENTS, LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 50

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*") and **Houston-Taylor Capital Investments, LLC** (the "*Developer*"). Subsequent to its creation, **Williamson County Municipal Utility District No. 50**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*". The effective date (the "*Effective Date*") of this Agreement shall be date of the last signatory to this Agreement.

RECITALS

WHEREAS, the Developer has under contract to purchase in phases approximately 506.558 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Developer intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Developer and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the landowner and Developer have proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Developer, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Affiliate means any entity under common control of Developer or any of Developer's owners.

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Developer in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

Developer means Houston-Taylor Capital Investments, LLC and its successors and assigns under this Agreement.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 278.915 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District.

(a) The County acknowledges receipt of notice of the request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the date Developer submits its request to the TCEQ to include the language described in Paragraph (b) of this Section 2.01 in the TCEQ order creating the District and notifies the County that the request has been submitted, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Cathy Moore and Mark Albrecht for the Creation of Williamson County Municipal Utility District No. 50*, TCEQ Docket 2024-1722-DIS ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

(b) Developer agrees to cause the TCEQ to include the following statement in the TCEQ order creating District: "Within thirty (30) days after the date the District's Board of Directors holds its organizational meeting, the District shall join in the execution

of that certain Consent and Development Agreement with Williamson County, Texas, dated _____, 2024."

Section 2.02. District Execution of Agreement. The Developer shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Developer or an Affiliate will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Developer or an Affiliate required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed i) on land that is outside the boundaries of the Land and is that is not otherwise owned by Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to such Land. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the Corridor Projects in the LRTP.

(b) LRTP Arterial(s) Dedication. The Developer, or an Affiliate will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Developer, or an Affiliate required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed i) on land that is outside the boundaries of the Land and is not owned Developer or an Affiliate, the County shall be responsible for acquiring said right-of-way; or ii) on any portion of the Land located in the District that is not owned by Developer or an Affiliate at the time the request for dedication is made, the District shall be responsible for acquiring said right-of-way and transferring it to the County in a time period as determined by the County. The District, Developer, or any Affiliate shall not disannex from the District any portion of the Land identified within the LRTP as LRTP Arterials.

(c) Right of Way Reimbursements. The Developer reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Developer which will not be unreasonably withheld. Developer shall have no obligation to convey any lands to the County not located within or adjacent to the Land. If the County determines it no longer needs any portion of the Land for any Corridor Project and/or LRTP Arterial(s) right-of-way as shown on Exhibit B, County agrees to release the Land no longer needed for any Corridor Project and/or LRTP Arterial(s) right-of-way to the adjoining landowner.

Section 3.02. Road Construction. Except in cases when the Developer or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Developer or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Developer shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Developer hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Developer has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any

conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Developer's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County and the Developer and following creation of the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Developer's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) Prior to Developer's purchase of all or any portion of the Land, this Agreement may not be assigned to a person or entity that is not an Affiliate without County's written consent, which will not be unreasonably withheld. If Developer owns all or a portion of the Land and this Agreement has been recorded in the real property records of Williamson County, as required by Paragraph (b) of this Section 5.03, this Agreement, and the rights of the Developer hereunder, may be assigned by the Developer as to all or any portion of the Land being purchased by such entity. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. The Developer shall provide the County written notice of the assignment pursuant to Section 6.01 below.

(b) The terms of this Agreement will run with the Land and will be binding upon the Developer, and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect. Upon the purchase of all or a portion of the Land, Developer shall record this Agreement in the real property records of Williamson County.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

(d) If Developer does not purchase all or a portion of the Land after the creation of the District, the District shall cause the owner of the Land (or any portion thereof) to assume this Agreement. The District may not enter into any Reimbursement Agreements with the owner of the Land and may not reimburse the owner of the Land for any of the costs associated with the development of the Land unless and until the owner of such Land (or any portion thereof) has assumed the Agreement as to the portion it acquires and records the Agreement in the real property records of Williamson County.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, Developer, or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Developer or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Developer or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Developer or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Developer fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Developer from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Developer's eligible costs. If the District fails to cause the owner of all or any portion of the Land to assume this Agreement as provided by Section 5.03(d), or fails to acquire right-of-way as provided by Section 3.01(a)(ii) and (b)(ii), the County shall have the right to enjoin the District from executing any Reimbursement Agreements with the owner of the Land (or any portion thereof) and reimbursing the owner of the Land (or any portion thereof) the eligible costs (related to the portion of Land that is not bound by this Agreement).

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

Developer: At the address set forth under Developer's execution below

District: At the address set forth under District's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the

State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Developer and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Developer and District. Developer further represents that it is not prohibited by law from contracting with the County.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery,

pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District nor the Developer intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District and the Developer (and any assignee of the Developer).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by_ _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

DEVELOPER:

HOUSTON-TAYLOR CAPITAL INVESTMENTS, LLC

By: _____

Name: Zach Ipour

Its: Co-President

Date: 12-4-24

Address for Notice:

2101 Cedar Springs Rd Ste 700 Dallas TX 75201
Attn: Sidney Bazzi, General Counsel

_____, _____ _____

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 4 day of December, 2024, by Zach Ipour, as Co President of Houston-Taylor Capital Investment, LLC, on behalf of Developer.

_____
Notary Public Signature

(SEAL)

TISHA TRIBBLE
Notary Public, State of Texas
Comm. Expires 04-23-2026
Notary ID 131540082

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 50

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

_____

Attn: _____

_____

_____, _____ _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. 50, on behalf of said District.

(SEAL)

_____
Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

QUIDDITY

3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

LEGAL DESCRIPTION

BEING a 278.915-acre tract of land out of the Silas Palmer Survey No. 12, Abstract Number 499, and James C. Eaves Survey, Abstract Number 213, Williamson County, Texas, being a portion of that certain tract of land called to contain 401.230-acres (Tract 2) as described in a Special Warranty Deed to Cathy Moore recorded in Document No. 2022057882 of the Official Public Records of Williamson County, Texas and being a portion of that certain tract of land called to contain 384.057-acres (Tract 1) as described in a Special Warranty Deed to Mark Albrecht recorded in Document No. 2022057883 of the Official Public Records of Williamson County, Texas; said 278.915-acre tract of land being more particularly described as follows (bearings referenced to the Texas Coordinate System of 1983, Central Zone):

BEGINNING: at a 5/8-inch iron rod with cap stamped "KONTUR TECH" found on the northern line of Chandler Road, (R.O.W. Varies), for the southeastern corner of the remainder of a 192.156-acre tract of land as described in a Decree of Divorce to Julius A. Wolbrueck, JR. recorded in Document No. 2018109981 of the Official Public Records, further described in Volume 694, Page 24 of the Deed Records of Williamson County, Texas, for the southwestern corner of the said 401.230-acre tract, for the southwestern corner of this herein described tract;

THENCE: Along the common line of said 192.156-acre tract and said 401.230-acre tract with the following courses and distances:

1. North 21°33'16" West a distance of 1748.28 feet to a 1/2-inch iron rod with cap stamped "BTS" found;
2. North 16°00'50" West a distance of 1043.81 feet to a 5/8-inch iron rod found;
3. North 25°01'11" West a distance of 380.51 feet to a 1/2-inch iron rod found for the northeastern corner of the said 192.156-acre tract, an interior corner of the said 401.230-acre tract;

THENCE: South 67°46'26" West a distance of 2564.05 feet along the northwestern line of the said 192.156-acre tract, a southeastern line of the said 401.230-acre tract, and continuing along a southeastern line of the said 384.057-acre tract to a 1/2-inch iron rod with cap stamped "BTS" found on the northeastern line of a 50-acre tract of land as described in an Executor's Deed to Charlotte Lyn Davis recorded in Document no. 2000014961 of the Official Public Records of Williamson County, Texas, for the southernmost southwestern corner of the said 384.057-acre tract, the northwestern corner of the said 192.156-acre tract, for the northernmost southwestern corner of this herein described tract;

THENCE: Along the common line of said 50-acre tract and said 384.057-acre tract North 21°46'09" West a distance of 471.25 feet to a 1/2-inch iron rod found on a western line of said 384.057-acre tract, for the northeastern corner of said 50-acre tract, the southeastern corner of a 90.23-acre tract of land as described in a Revocation of Transfer on Death Deed to Helmer Woodrow Dahl recorded in Document no. 2022093861 of the Official Public Records, further described in Volume 390, Page 247 of the Deed Records of Williamson County, Texas, for a corner of this herein described tract;

THENCE: Along the common line of the said 90.23-acre tract and the said 384.057-acre tract North 21°34'41" West a distance of 1763.12 feet to a calculated point on an approximate northern Extraterritorial Jurisdiction (ETJ) line of the City of Taylor, for the northwestern corner of this herein described tract;

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3100 Alvin Devan Blvd, Suite 150
Austin, Texas 78745
Tel: 512.441.9493
www.quiddity.com

THENCE: Across the said 384.057-acre tract and the said 401.230-acre tract with the following courses and distances:

1. with a non-tangent curve to the right having a Delta angle of 4°52'09", a Radius of 5381.93 feet, an Arc length of 457.37 feet, with a Chord bearing of South 84°04'39" East a distance of 457.23 feet to a calculated point;
2. with a non-tangent curve to the right having a Delta angle of 49°19'54", a Radius of 5330.00 feet, an Arc length of 4589.13 feet, with a Chord bearing of South 88°37'20" East a distance of 4448.69 feet to a calculated point of intersection of the approximate northern line of the City of Taylor Extraterritorial Jurisdiction Line (ETJ) and the eastern line of the said 401.230-acre tract, a western line of a 78.387-acre tract of land as described in a Special Warranty Deed to Quest Trust company FBO Michael Herzog recorded in Document No. 2021005374 of the Official Public Records of Williamson County, Texas, for the northeastern corner of this herein described tract;

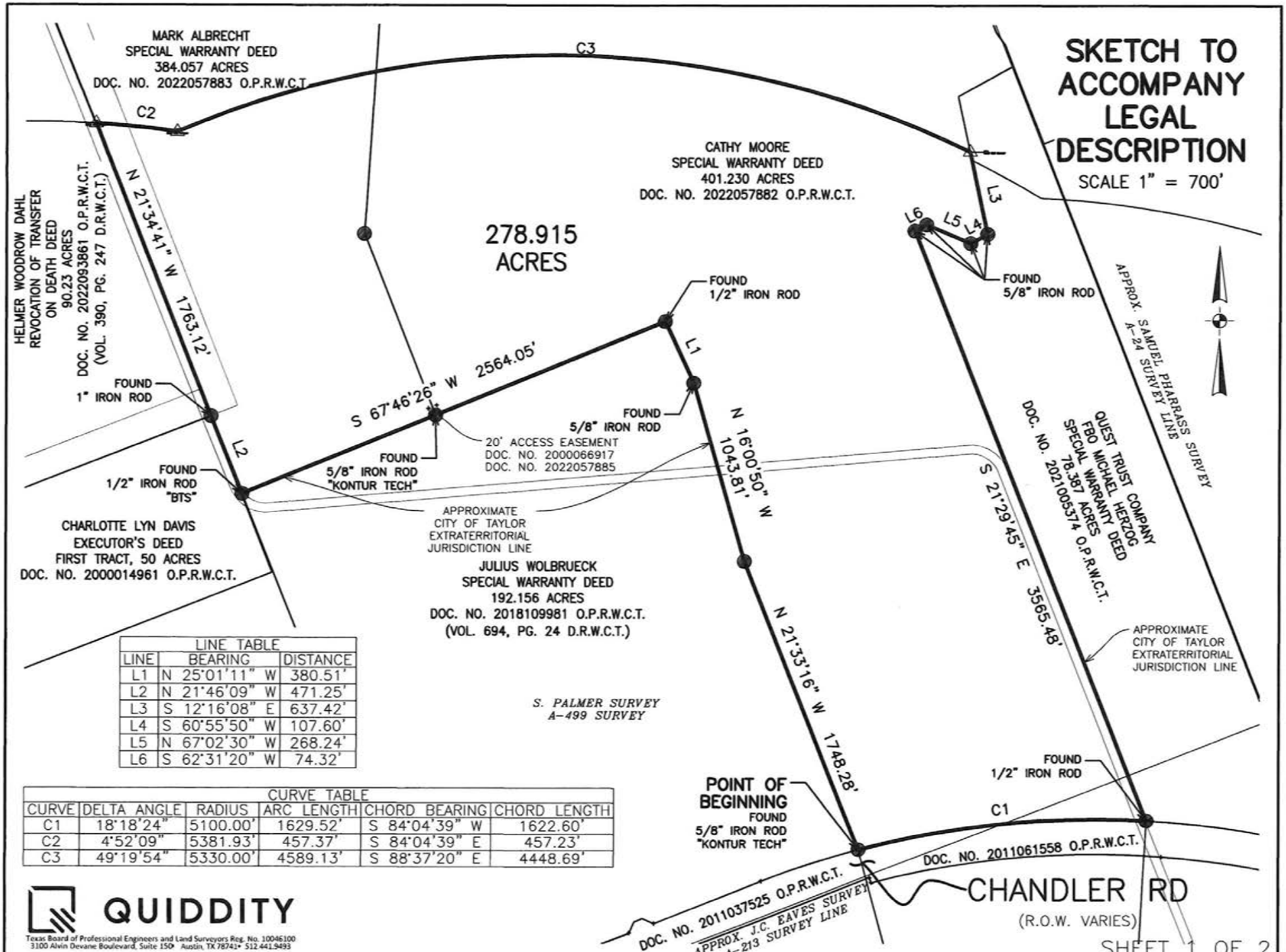
THENCE: Along the common line of the said 78.387-acre tract and the said 401.230-acre tract with the following courses and distances:

1. South 12°16'08" East a distance of 637.42 feet to a 5/8-inch iron rod found;
2. South 60°55'50" West a distance of 107.60 feet to a 5/8-inch iron rod found;
3. North 67°02'30" West a distance of 268.24 feet to a 5/8-inch iron rod found;
4. South 62°31'20" West a distance of 74.32 feet to a 5/8-inch iron rod found;
5. South 21°29'45" East a distance of 3565.48 feet to a 1/2-inch iron rod found on the northern line of said Chandler Road, for the southeastern corner of the said 401.230-acre tract, the southwestern corner of the said 78.387-acre tract, for the southeastern corner of this herein described tract;

THENCE: Along the northern line of said Chandler Road, the southern line of the said 401.230-acre tract with a non-tangent curve to the left having a Delta angle of 18°18'24", a Radius of 5100.00 feet, an Arc length of 1629.52 feet, with a Chord bearing of South 84°04'39" West a distance of 1622.60 feet to the POINT OF BEGINNING and CONTAINING an area of 278.915-acres of land.

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
Email: rhackett@quiddity.com

04/22/2024
Date Revised



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°01'11" W	380.51'
L2	N 21°46'09" W	471.25'
L3	S 12°16'08" E	637.42'
L4	S 60°55'50" W	107.60'
L5	N 67°02'30" W	268.24'
L6	S 62°31'20" W	74.32'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	18°18'24"	5100.00'	1629.52'	S 84°04'39" W	1622.60'
C2	4°52'09"	5381.93'	457.37'	S 84°04'39" E	457.23'
C3	49°19'54"	5330.00'	4589.13'	S 88°37'20" E	4448.69'

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
3100 Alvin Devane Boulevard, Suite 150 • Austin, TX 78741 • 512.441.9493

K:\17997\17997-0001-00 Chandler Road - Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primary MUD Checks.dwg RLH/ash JOB # 17997-0001-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND

●	IRON ROD FOUND
△	CALCULATED POINT
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

NOTES:

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

04/22/2024

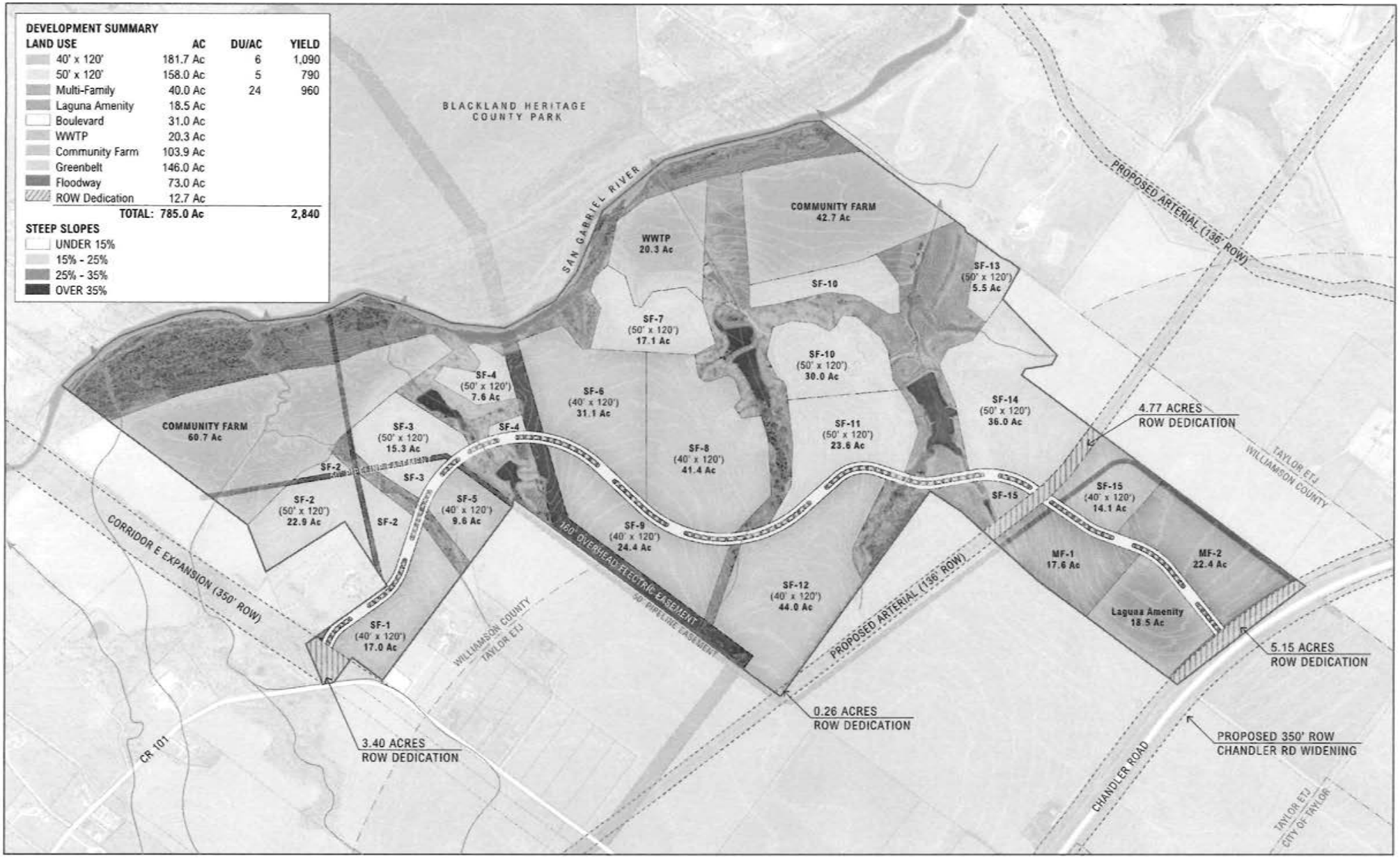
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
3100 Alvin Devane Boulevard, Suite 150 • Austin, TX 78741 • 512.441.9493

K:\17997\17997-0001-00 Chandler Road – Prelim & Survey\1 Surveying Phase\CAD Files\Working Dwg\17997-0001-00 Primary MUD Checks.dwg RLH/ash JOB # 17997-0001-00

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]



LJA ENGINEERING

FIJI ISLAND
CONCEPTUAL LAND USE PLAN
DECEMBER 2, 2024

PHARIS DESIGN

Commissioners Court - Regular Session **79.**

Meeting Date: 12/10/2024

Consent and Development Agreement for WC MUD 56

Submitted For: Adam Boatright

Submitted By: Inky Chandler-Mertz, Information Technology

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, SV2 Liberty, LLC and the proposed Williamson County Municipal Utility District No. 56.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - WC MUD 56

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:41 PM
Form Started By: Inky Chandler-Mertz		Started On: 12/06/2024 01:30 PM
Final Approval Date: 12/06/2024		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

SV2 LIBERTY LLC;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), and **SV2 LIBERTY LLC**, a Texas limited liability company (the "*Owner*"). Subsequent to its creation, **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner has approximately 478.023 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner has submitted a preliminary plat application to the County for a subdivision and development of the Land. The Owner is also in the process of creating a Public Water Supply through the Texas Commission on Environmental Quality intended to serve the proposed lots within the development; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended;

the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the County's Long Range Transportation Plan ("LRTP"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any amendments, approvals, variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately478.023 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within 10 business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing and withdraw as a party from the TCEQ proceeding relating to Owner's application to TCEQ for approval for creation of the District, TCEQ Internal Control Number D-02122024-014 ("TCEQ Proceeding"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect. Further, in the event creation of the District is not approved by TCEQ for any reason, the Parties may mutually agree in writing that this Agreement may become null and of no further effect upon withdrawal of the creation application or a final decision by TCEQ denying creation.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this

Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, or an affiliated entity under common control of the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way owned by Owner, or an affiliated entity under common control of the Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is that is not otherwise owned by Owner, or any affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, or an affiliated entity under common control of Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, or an affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road

bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the then existing Williamson County Subdivision Regulations and any other Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner, Developer and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules in effect as of the date of the County's execution of this Agreement. Applicable Rules or changes or modifications to the Applicable Rules adopted after the date of County's execution of this Agreement will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.02 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

Section 4.04. Subdivision Application Processing. Owner acknowledges that as of the effective date of this Agreement that the draft preliminary plat it has submitted to the County for a subdivision of the Land has not yet been approved by the Williamson County Commissioners Court and that the draft preliminary plat is not being approved by way of this agreement. County agrees that within two years of the effective date of this agreement, that it will accept subdivision construction plan applications for review prior to the approval of the preliminary plat by the Williamson County Commissioners Court, so long as those construction plans are in conformance with the draft preliminary plat submitted by Owner and dated June 14, 2024. All other subdivision construction plan application completeness check items and requirements remain as written in the Applicable Rules. Owner agrees that it will not submit a final plat application to the County prior to approval of the preliminary plat by the Williamson County Commissioners Court. Owner further agrees that the County shall have no obligation to accept a final plat application for review prior to approval of the preliminary plat by the Williamson County Commissioners Court.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner and Developer hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

District: At the address set forth under District's execution below

Owner(s): At the address set forth under District's execution below

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. Subject to State law. The terms of this Agreement shall in all respects be subject to the laws of the State of Texas, as now in effect or hereinafter enacted.

Section 6.13. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by_ _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

SV2 LIBERTY LLC, a Texas limited liability company

By: _____

Name: Vinod Nagi

Its: Manager

Date: 11/22/24

Address for Notice:

SV2 Liberty LLC
Attn: Vinod Nagi
1001 Cypress Creek Rd #203
Cedar Park, TX 78613

THE STATE OF Texas §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on the 22nd day of November, 20 24, by Vinod Nagi, as Manager of SV2 Liberty LLC, a Texas limited liability company, on behalf of said limited liability company.

ALBERTA L MARTINEZ
Notary ID #126173843
My Commission Expires
May 25, 2028

_____
(SEAL) Notary Public Signature

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 56

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

_____

Attn: _____

_____

_____, _____ _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. 56, on behalf of said District.

_____

(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

MATKINHOOVER
ENGINEERING
& SURVEYING

FIELD NOTES FOR A 478.023 ACRE TRACT OF LAND

A **478.023 acre** tract of land, located in the B.S. Mudd Survey, Abstract 438, the E. Leichtle Survey No. 5, Abstract 382, and the Thomas F. Gray Survey No. 8, Abstract 250, Williamson County, Texas, and the Thomas F. Gray Survey No. 8, Abstract 342, Burnet County, Texas, and being all of a called 8.619 acre tract of land as described in Document No. 20221172984, and a portion of a called 493.17 acre tract of land as described of record in Document No. 2021089645, both of the Official Public Records of Williamson County, Texas. Said **478.023 acre** tract being more particularly described by metes and bounds as follows:

BEGINNING at set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" in the southwesterly right-of-way line of State Highway 29, a variable width public right-of-way, at the most northerly corner of a called 69.361 acre tract of land as described of record in Document No. 2023084806 of the Official Public Records of Williamson County, Texas, for the most easterly corner of said 8.619 acre tract and the tract described herein, from which a found ½" iron rod with a plastic cap stamped "CCC 4835" in said right-of-way line and for the east corner of said 69.361 acre tract bears, S 57° 01' 08" E, a distance of 345.45 feet;

THENCE: Departing said right-of-way line and with the common line between said 8.619 acre tract and said 69.361 acre tract, the following nine (9) courses:

1. **S 48° 22' 58" W**, a distance of **162.56 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a corner,
2. **S 87° 02' 08" W**, a distance of **76.85 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a corner,
3. **S 48° 22' 58" W**, a distance of **4.96 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
4. With a curve to the right having a radius of **1100.00 feet**, an arc length of **590.20 feet**, a delta angle of **030° 44' 31"** and a chord bears, **S 63° 45' 13" W**, a distance of **583.15 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency,
5. **S 79° 07' 29" W**, a distance of **252.67 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of curvature,
6. With a curve to the left having a radius of **970.00 feet**, an arc length of **157.95 feet**, a delta angle of **009° 19' 48"** and a chord bears, **S 74° 27' 35" W**, a distance of **157.78 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency,
7. **S 69° 47' 41" W**, a distance of **561.59 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 **4940.00 feet**, an arc length of **106.02 feet**, a delta angle of **001° 13' 47"** and a chord bears, **S 69° 10' 47" W**, a distance of **106.02 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for a point of tangency, and
9. **S 68° 33' 54" W**, a distance of **822.76 feet** to a point in the approximate center line of the South Fork of the San Gabriel River, for the most southerly corner of said 8.619 acre tract, an angle in the northerly line of said 69.361 acre tract and an angle in the southeast line of the tract described herein;

THENCE: With the north and westerly lines of said 69.361 acre tract, the following seven (7) courses:

1. **S 68° 33' 54" W**, a distance of **231.31 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" at the northwest corner of said 69.361 acre tract and an interior corner of the tract described herein,
2. **S 14° 39' 09" E**, a distance of **173.57 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
3. **S 27° 50' 08" E**, a distance of **248.11 feet** to set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,

4. **S 18° 08' 37" E**, a distance of **588.11 feet** to set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
5. **S 09° 04' 45" E**, a distance of **140.20 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
6. **S 12° 43' 55" E**, a distance of **591.65 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle, and
7. **S 54° 51' 47" E**, a distance of **306.27 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" at the southwest corner of said 69.361 acre tract, for a southerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the south line of said 493.17 acre tract, the following three (**3**) courses:

1. **S 18° 36' 42" E**, a distance of **12.71 feet** to a found 8" wood fence post for corner,
2. **S 68° 43' 34" W**, a distance of **274.66 feet** to a found 6" wood fence post for angle, and
3. **S 69° 31' 36" W**, a distance of **1617.00 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" at the northwesterly corner of a called 532.411 acre tract of land as described in Document No. 2006079905, of the Official Public Records of Williamson County, Texas, a southerly interior corner of said 493.17 acre tract and the tract described herein;

THENCE: **S 20° 55' 58" E**, with a common line between said 532.411 acre tract and said 493.17 acre tract, a distance of **690.83 feet** to a point in the approximate center of Dog Branch as called for in said Document No. 2021089645, for a southerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the approximate center of Dog Branch and the south line of said 493.17 acre tract, the following courses:

- **S 84° 09' 32" W**, a distance of **329.49 feet** to a point,
- **S 50° 39' 32" W**, a distance of **50.56 feet** to a point,
- **S 23° 15' 32" E**, a distance of **70.83 feet** to a point,
- **S 00° 25' 02" W**, a distance of **78.44 feet** to a point,
- **S 27° 05' 58" E**, a distance of **75.52 feet** to a point,
- **S 16° 59' 58" E**, a distance of **146.85 feet** to a point,
- **S 16° 32' 28" E**, a distance of **348.20 feet** to a point,
- **S 18° 09' 02" W**, a distance of **61.84 feet** to a point,
- **S 17° 11' 32" W**, a distance of **312.32 feet** to a point,
- **S 30° 06' 32" W**, a distance of **378.29 feet** to a point,
- **S 47° 25' 32" W**, a distance of **113.66 feet** to a point,
- **S 53° 08' 32" W**, a distance of **145.75 feet** to a point,
- **S 64° 20' 32" W**, a distance of **305.90 feet** to a point,
- **N 89° 29' 58" W**, a distance of **57.66 feet** to a point,
- **S 62° 32' 32" W**, a distance of **67.25 feet** to a point,
- **S 38° 22' 32" W**, a distance of **354.97 feet** to a point for the most southerly corner of said 493.17 acre tract and the tract described herein;

THENCE: **N 20° 57' 28" W**, departing said center of Dog Branch, partially with the easterly line of a called 259.425 acre tract of land as described of record in Document No. 2022058754, of the Official Public Records of Williamson County, Texas and the west line of said 493.17 acre tract, a distance of **1090.79 feet** to a found ½" iron rod at the northeast corner of said 259.425 acre tract, the southeast corner of Lot 163 of the Thousand Oaks Subdivision, Section Two of record in Cabinet U, Slides 124-127 of the Plat Records of Williamson County, Texas, for an angle of said 493.17 acre tract and the tract described herein;

THENCE: With the east line of said Thousand Oaks Subdivision, Section Two, the following two (**2**) courses:

1. **N 20° 58' 16" W**, a distance of **1315.03 feet** to a ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle, and
2. **N 20° 41' 22" W**, a distance of **1579.55 feet** to a found 60D nail in a fence post at the common easterly corner of Lots 151 and 150 of said Thousand Oaks Subdivision, Section Two, for a westerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the common line between said Lot 150 and said 493.17 acre tract, the following three (**3**) courses:

1. **S 68° 42' 30" W**, a distance of **308.81 feet** to a found ½" iron rod with yellow plastic cap (illegible) for corner,
2. **N 20° 59' 43" W**, a distance of **59.92 feet** to a found ½" iron rod for corner, and
3. **N 68° 40' 46" E**, a distance of **308.56 feet** to a found ½" iron rod with a yellow plastic cap stamped "BERGMAN 3103" at the common easterly corner of Lots 150 and 149 of said Thousand Oaks Subdivision, Section Two, a westerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the east line of the Thousand Oaks Subdivision, Section Two, the following two (**2**) courses:

1. **N 21° 40' 34" W**, a distance of **208.49 feet** to found ½" iron rod for angle, and
2. **N 21° 10' 15" W**, a distance of **92.60 feet** to a found ½" iron rod at the northeast corner of said Thousand Oaks Subdivision, Section Two, the southeast corner of Lot 96 of the Thousand Oaks Subdivision, Section One of record in Cabinet R, Slides 245-249 of the Plat Records of Williamson County, Texas for a westerly corner of said 493.17 acre tract and the tract described herein;

THENCE: With the east line of said Thousand Oaks Subdivision, Section One, the following twelve (**12**) courses:

1. **N 21° 11' 09" W**, a distance of **562.96 feet** to a found ½" iron rod for angle,
2. **N 20° 19' 49" W**, a distance of **104.22 feet** to a found cotton gin spindle for angle,
3. **N 23° 27' 26" W**, a distance of **138.20 feet** to a found ½" iron rod for angle,
4. **N 20° 02' 42" W**, a distance of **382.13 feet** to a found ½" iron rod for angle,
5. **N 20° 43' 37" W**, a distance of **342.17 feet** to a found ½" iron rod for angle,
6. **N 22° 12' 11" W**, a distance of **123.90 feet** to a found ½" iron rod for angle,
7. **N 24° 56' 58" W**, a distance of **65.44 feet** to a found ½" iron rod for angle,
8. **N 20° 16' 18" W**, a distance of **72.76 feet** to a found ½" iron rod for angle,
9. **N 18° 47' 54" W**, a distance of **67.66 feet** to a found ½" iron rod for angle,
10. **N 15° 13' 49" W**, a distance of **17.94 feet** to a found ½" iron rod with a yellow plastic cap stamped "BERGMAN 3103" for angle,
11. **N 15° 52' 24" W**, a distance of **29.09 feet** to a found ½" iron rod with a yellow plastic cap stamped "BERGMAN 3103" for angle, and
12. **N 21° 27' 34" W**, a distance of **272.67 feet** to a found ¾" iron pipe at an angle in the east line of Lot 61 of said Thousand Oaks Subdivision, Section One, at the southwest corner of Lot 53 of the Rio Ancho, Section II Subdivision of record in Document No. 2015012171 of the Official Public Records of Williamson County, Texas, for the northwest corner of said 493.17 acre tract and the tract described herein;

THENCE: With the south line of said Lot 53, the following four (**4**) courses:

1. **N 67° 38' 00" E**, a distance of **89.93 feet** to a found ½" iron pipe for angle,
2. **S 21° 47' 44" E**, a distance of **2.21 feet** to a found ½" iron rod for angle,
3. **N 69° 22' 05" E**, a distance of **233.12 feet** to a found ¾" iron pipe for angle, and
4. **N 69° 20' 20" E**, a distance of **1379.69 feet** to a point in the approximate center of the South Fork of the San Gabriel River, at an angle in the south line of said Lot 53, and for a northerly corner of the tract described herein;

THENCE: With the approximate center of the South Fork of the San Gabriel River, the south line of Rio Ancho, Section II Subdivision, and the north line of the 493.17 acre tract, the following courses:

- **S 87° 23' 34" E**, a distance of **266.41 feet** to a point,
- **N 75° 13' 27" E**, a distance of **422.76 feet** to a point,

- **N 73° 12' 37" E**, a distance of **407.68 feet** to a point,
- **N 53° 41' 16" E**, a distance of **540.94 feet** to a point,
- **N 15° 31' 18" E**, a distance of **114.85 feet** to a point,
- **N 50° 35' 12" E**, a distance of **168.18 feet** to a point,
- **N 24° 57' 13" E**, a distance of **38.35 feet** to a point,
- **N 16° 30' 35" E**, a distance of **154.27 feet** to a point,
- **N 73° 12' 29" E**, a distance of **139.29 feet** to a point,
- **S 74° 55' 11" E**, a distance of **181.44 feet** to a point at the southeast corner of Lot 19 of said Rio Ancho, Section II Subdivision, the west line of a called 159.9 acre tract of land as described of record in Volume 533, Page 331 of the Deed Records of Williamson County, Texas, for a northerly corner of said 493.17 acre tract and the tract described herein;

THENCE: Departing said center of the South Fork of the San Gabriel River, with the common line between said 159.9 acre tract and said 493.17 acre tract, the following seventeen (**17**) courses:

1. **S 30° 16' 06" E**, a distance of **296.40 feet** to a set ½" iron rod with a red plastic cap stamped "Matkin Hoover Eng. & Survey" for angle,
2. **S 70° 12' 51" E**, a distance of **136.33 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
3. **S 37° 41' 20" E**, a distance of **754.79 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
4. **S 34° 57' 20" E**, a distance of **139.76 feet** to a found ½" iron rod for angle,
5. **S 19° 10' 24" E**, a distance of **136.94 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
6. **S 24° 44' 40" W**, a distance of **220.21 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
7. **S 07° 34' 55" W**, a distance of **157.76 feet** to a found "X" cut in concrete for angle,
8. **S 04° 26' 26" W**, a distance of **157.41 feet** to a point for angle,
9. **S 44° 57' 51" W**, a distance of **124.68 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
10. **S 15° 03' 00" E**, a distance of **93.46 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
11. **S 22° 54' 20" E**, a distance of **68.99 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle,
12. **S 18° 42' 41" E**, a distance of **94.02 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
13. **S 17° 03' 54" E**, a distance of **62.47 feet** to a found cotton gin spindle for angle,
14. **S 49° 24' 58" E**, a distance of **115.49 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
15. **S 42° 39' 50" E**, a distance of **118.31 feet** to a found ½" iron rod with a pink plastic cap stamped "TLS" for angle,
16. **S 32° 01' 57" E**, a distance of **40.37 feet** to a found ½" iron rod with an orange plastic cap stamped "RPLS 5784" for angle, and
17. **N 60° 31' 01" E**, a distance of **31.09 feet** to a point in the approximate center of the South Fork of the San Gabriel River for the most westerly corner of said 8.619 acre tract, an easterly corner of said 493.17 acre tract and an angle of the tract described herein;

THENCE: Departing the approximate center line of the South Fork of the San Gabriel River, and with the common line between said 8.619 acre tract and said 159.9 acre tract, the following six (**6**) courses:

1. **N 62° 37' 17" E**, a distance of **50.48 feet** to a found bolt in concrete for a corner,
2. **N 69° 00' 11" E**, a distance of **642.26 feet** to a found fence post for a corner,
3. **N 69° 47' 41" E**, a distance of **1683.49 feet** to a found mag nail with a washer stamped "CCC 4835" for a corner,

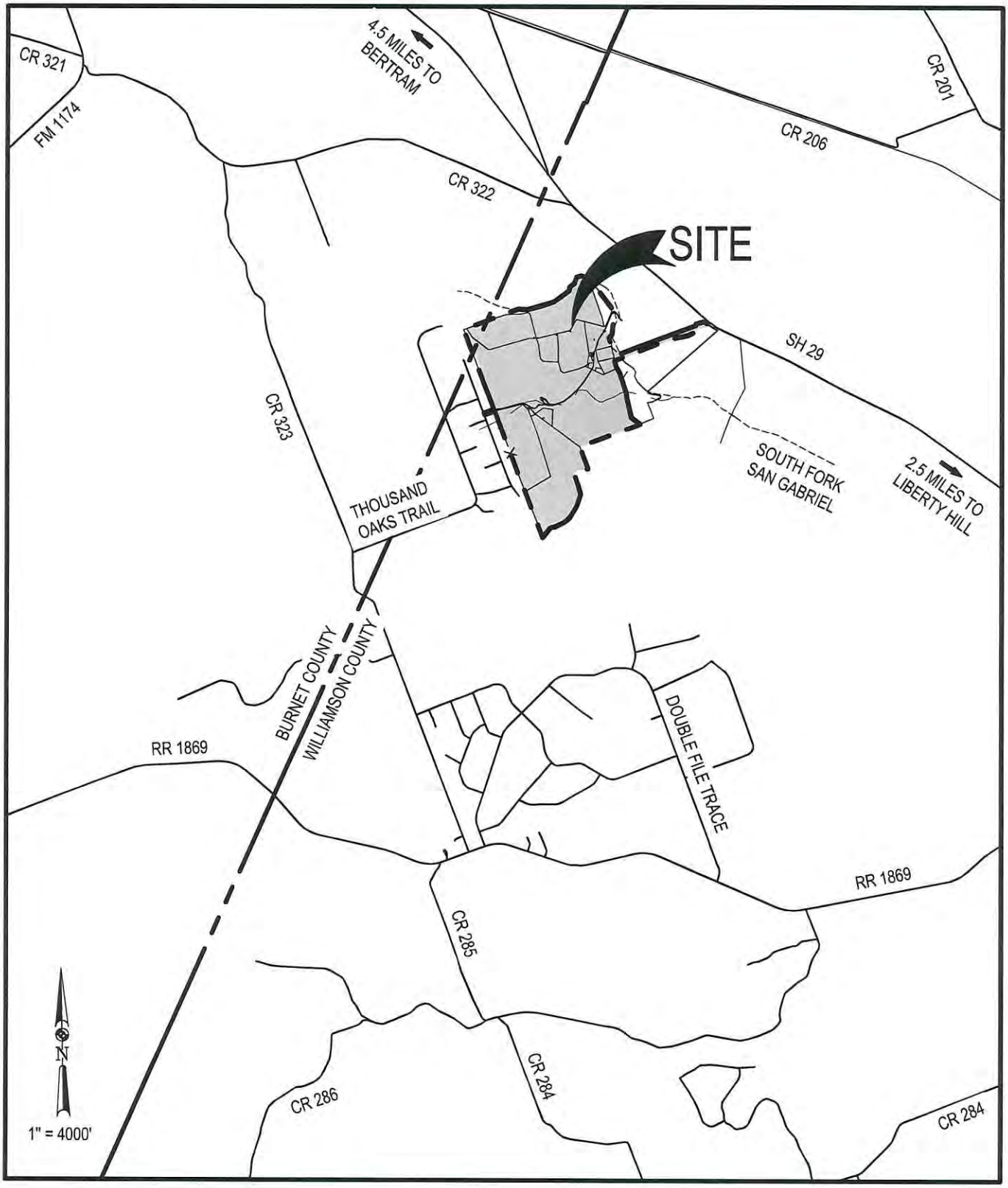
4. **N 16° 00' 03" E**, a distance of **38.54 feet** to a found ½" iron rod with a plastic cap stamped "CCC 4835" for a corner,
5. **N 42° 23' 04" E**, a distance of **32.03 feet** to a found ½" iron rod for a corner, and
6. **N 76° 13' 15" E**, a distance of **245.13 feet** to a found ½" iron rod with a plastic cap stamped "CCC 4835" in the southwesterly right-of-way line of State Highway 29, at the southeast corner of said 159.9 acre tract, for the north corner and a point of curvature of said 8.619 acre tract and the tract described herein;

THENCE: With said right-of-way line, the northeast line of said 8.619 acre tract a non-tangent curve to the left having a radius of **2945.20 feet**, an arc length of **109.89 feet**, a delta angle of **002° 08' 16"** and a chord bears, **S 52° 36' 34" E**, a distance of **109.89 feet** to the **POINT OF BEGINNING** and containing **478.023 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. A survey plat was prepared by a separate document. Field work performed in June and August of 2021.

Job # 21-5035 478.023 Acres

Date: November 17, 2023



MATKINHOOVER
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8 SPENCER ROAD SUITE 100
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OFFICE: 830.249.0600
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1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
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TEXAS REGISTERED ENGINEERING FIRM F-00512 SURVEYING FIRM F-10024000

LOCATION MAP

FOR
WILLIAMSON COUNTY MUD #56
DICKINSON RANCH
WILLIAMSON COUNTY , TEXAS

JOB NO.	3234.07
DESIGNED BY:	GK
DRAWN BY:	JDA
CHECKED BY:	GK
SHEET #	FIG 6.0

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

LAND SUMMARY TABLE		
	No.	AREA
AMENITY	2	65.60
RESIDENTIAL	204	412.42
TOTAL	206	478.02

FOR REVIEW ONLY - NOT FOR CONSTRUCTION - SUBJECT TO CHANGE

N

SCALE: 1"=400'
0 200' 400' 600' 800'
SHEET SIZE: 24" x 36"

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of David E Koberlein, Registered Professional Engineer, State of Texas, Registration No. 91027
DATE: November 30, 2023

REVISIONS:

MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 180
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OFFICE: 512.658.5900
CONTACT@MATKINHOOVER.COM
TBPE FIRM # 20425 | TBPLS FIRM # 10194670
3commerce
701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628

CONCEPT PLAN
FOR
WILLIAMSON COUNTY MUD #56
DICKINSON RANCH
WILLIAMSON COUNTY, TEXAS

FIGURE 12.0

JOB NO.	3234.07
DESIGNED BY:	DK
DRAWN BY:	MS
CHECKED BY:	DK
SHEET:	

Date: Nov 30, 2023, 3:30pm User ID: mstutz

G:\PROJECTS\3234 - Dickinson Ranch\07 - MUD Creation\Exhibits\FIG 12.0 Concept Plan.dwg

Commissioners Court - Regular Session **80.**

Meeting Date: 12/10/2024

Letter of support for City of Georgetown Austin Ave design project

Submitted For: Adam Boatright

Submitted By: Inky Chandler-Mertz, Information Technology

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter of support for the City of Georgetown's Austin Avenue design project CAMPO funding application.

Background

The letter of support is for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to design Austin Avenue improvements between 2nd and 18th streets and 7th, 8th, and Main Streets around the Square.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Support – Austin Ave Design

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:35 PM
Form Started By: Inky Chandler-Mertz		Started On: 12/06/2024 01:31 PM
Final Approval Date: 12/06/2024		

Judge Bill Gravell, Jr.
Williamson County Judge
710 Main Street, Georgetown, TX 78626
512.943.1550
ctyjudge@wilcotx.gov

December 10, 2024

Capital Area Metropolitan Planning Organization Transportation Policy Board
8303 N. MoPac Expressway, Suite A210
Austin, TX 78759

Re: Austin Avenue Lane Reduction and Downtown Square Design Funding Application

Dear Transportation Policy Board,

I am writing to express my support for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to design Austin Avenue improvements between 2nd and 18th Streets and 7th, 8th, and Main Streets around the Square.

The design will focus on enhancing the bicycle and pedestrian experience, improving traffic operations and motor vehicle and pedestrian safety, enhancing the overall character and aesthetics of Downtown, and supporting economic development.

Sincerely,

Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **81.**

Meeting Date: 12/10/2024

Letter of support for City of Georgetown Austin Ave Roundabout project

Submitted By: Inky Chandler-Mertz, Information Technology

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter of support for the City of Georgetown's Austin Avenue Roundabout project CAMPO funding application.

Background

The letter of support is for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to construct a roundabout at the intersection of Austin Avenue and San Gabriel Village Boulevard.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Support – Austin Ave Roundabout

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:35 PM
Form Started By: Inky Chandler-Mertz		Started On: 12/06/2024 01:33 PM
Final Approval Date: 12/06/2024		

Judge Bill Gravell, Jr.
Williamson County Judge
710 Main Street, Georgetown, TX 78626
512.943.1550
ctyjudge@wilcotx.gov

December 10, 2024

Capital Area Metropolitan Planning Organization Transportation Policy Board
8303 N. MoPac Expressway, Suite A210
Austin, TX 78759

Re: Austin Avenue Roundabout Construction Funding Application

Dear Transportation Policy Board,

I am writing to express my support for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to construct a roundabout at the intersection of Austin Avenue and San Gabriel Village Boulevard. A roundabout at this location would greatly benefit our community and the visitors of our historic Downtown by improving safety and traffic flow, which would be particularly beneficial at this busy intersection.

Sincerely,

Bill Gravell Jr.
Williamson County Judge

Commissioners Court - Regular Session **82.**

Meeting Date: 12/10/2024

Letter of support for City of Georgetown FM 971 Shared Use Path

Submitted For: Adam Boatright

Submitted By: Inky Chandler-Mertz, Information Technology

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter of support for the City of Georgetown's FM 971/Weir Rd Shared Use Path project CAMPO funding application.

Background

The letter of support is for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to construct a shared use path along FM971/Weir Road between Gann Street and SH 130.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Support – FM 971 Shared Use Path

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 01:41 PM
Form Started By: Inky Chandler-Mertz		Started On: 12/06/2024 01:35 PM
Final Approval Date: 12/06/2024		

Judge Bill Gravell, Jr.
Williamson County Judge
710 Main Street, Georgetown, TX 78626
512.943.1550
ctyjudge@wilcotx.gov

December 10, 2024

Capital Area Metropolitan Planning Organization Transportation Policy Board
8303 N. MoPac Expressway, Suite A210
Austin, TX 78759

Re: FM 971/Weir Road Shared Use Path Construction Funding Application

Dear Transportation Policy Board,

I am writing to express my enthusiastic support for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to construct a shared use path along FM971/Weir Road between Gann Street and SH 130. This path is vital for enhancing the safety and well-being of our community, particularly our children, who will benefit from a secure route to and from school. The path will also promote healthier lifestyles by encouraging walking and cycling, thereby reducing traffic congestion and pollution in our area. I strongly believe that this project will have a positive impact on our community.

Sincerely,

Bill Gravell Jr.
Williamson County Judge

Meeting Date: 12/10/2024

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: Bud Stockton Dr.
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 Arterial 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

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:22 PM
Form Started By: Charlie Crossfield		Started On: 12/04/2024 04:35 PM
Final Approval Date: 12/06/2024		

Commissioners Court - Regular Session **84.**

Meeting Date: 12/10/2024

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 Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/06/2024 12:44 PM
Form Started By: Charlie Crossfield		Started On: 12/04/2024 04:35 PM
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