NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
January 7, 2025
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 – 40)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$18,800.00
To	0100-0540-004500	Maintenance Contracts	$18,800.00

4. Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal's Office/Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$15,529.50
TO	0100-0542-005700	FireMarshal/Vehicle	$15,529.50

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	Law Enforcement Equip < $5,000	$2,855.00
TO:	0100.0560.003011	Computer Software < $5,000	$2,855.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment >$5,000	$1,200.00
To	0100.0509.004212	Postage	$1,200.00

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

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 12/01/2024 - 12/30/2024.

9. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 12.13.24 through 12.29.24.

10. Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 12.01.24 - 12.26.24.

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

12. Discuss, consider, and take appropriate action to recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

13. Discuss, consider, and take appropriate action on reappointing Mike Adams to the ESD #5 Board of Directors for a two-year term through December 31, 2026.

14. Discuss, consider, and take appropriate action on the reappointment of Gary Kovar to ESD #5 as Board of Directors.

15. Discuss, consider and take appropriate action regarding approval and receipt of vehicle reimbursement agreement with Cadence Sports for TX Mamma Jamma ride for off-duty contracting of County Sheriff's Deputies to be effective January 7, 2025.

16. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with ASB Cycling for Rosedale Ride for off-duty contracting of County Sheriff's Deputies to be effective January 7, 2025.

17. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Hart InterCivic Inc. for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024 (3800 Quick Hill Rd.)

18. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Q2 Software Inc. for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024.

19. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Grace Bible Church for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024.

20. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Red Poppy Charity Bike Ride for off-duty contracting of County Sheriff's Deputies to be effective April 1, 2025.

21. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Santa Rita Ranch Master Community for off-duty contracting of County Sheriff's Deputies to be effective January 7, 2025 (located in Liberty Hill).

22. Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Celebration Church for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024.

23. Discuss, consider, and take appropriate action on approving the Agreement #202589 between Euna Solutions (formerly Questica, Ltd.) and Williamson County for the not-to-exceed amount of $6,250.00 to provide service hours to provide Budget Office software customization, pursuant to the ILA with Riverside County Transportation Commission, previously awarded on 8.16.2022 with agenda item #30, and authorizing the execution of the agreement.

24. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #202592, between Williamson County and BFLY Operations, Inc. for Butterfly Ultrasound Updates for the not-to-exceed amount of $14,120.00 and authorize execution of the agreement.

25. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Animal Shelter Pharmaceuticals and Clinic Supplies, under IFB #25IFB19.

26. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #202590 with ShadePro, LLC for a Windscreen at Williamson County Expo Center for Parks and Recreation, in the amount of $9,000.00 and authorize execution of the agreement.

27. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #202591 with ShadePro, LLC, for a Windscreen, pursuant to BuyBoard Contract #679-22 at the Williamson County Expo Center through the Taylor Rodeo Association Damage Repair (Insurance) for Parks and Recreation in the amount of $12,500.00 and authorize execution of this agreement.

28. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Parkhill, Smith, & Cooper, Inc., for the Williamson County North Campus Facility (NCF) Impound Awning for covered parking, in the amount of One Thousand Dollars ($1,000.00) and authorize execution of the agreement.

29. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Refrigeration Appliance Repairs and Maintenance Services under RFP #25RFP20.

30. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses from a General Contractor for the Emergency Services Operation Center (ESOC) Center Computer Room Air Conditioning (CRAC) Unit, under RFCSP #25RFCSP17. Funding source is P#609.

31. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Parkhill, Smith, & Cooper, Inc., for Facilities Warehouse Improvements, in the amount of One Thousand Dollars ($1,000.00) and authorize execution of the agreement.

32. Discuss, consider, and take appropriate action on RFSQ #25RFSQ7 for MEP, Fire Systems and Commissioning Pool to the recommended firms, herein, for a period of two (2) years on an as-needed basis.

33. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Flex Base, under IFB #25IFB18.

34. Discuss, consider, and take appropriate action on awarding IFB #25IFB6 to Jordan Foster Construction LLC for the CR255 Realignment Project for HNTB in the amount of $20,847,300.93 and authorize execution of this agreement. The funding source is P546.

35. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

36. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 1 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024, for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

37. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 8 to Work Authorization No. 4 under the Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.

38. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 5 under Williamson County Contract between Cob, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. Funding source: P546.

39. Discuss, consider and take appropriate action on ratifying and approving the final plat for the Sunset Ridge Ranch subdivision – Precinct 2.

40. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Flora Phase 2 subdivision – Precinct 4.

REGULAR AGENDA

41. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (John Louis Thibodeaux) 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.

42. Discuss, consider, and take appropriate action on proclaiming Tuesday, January 7, 2025, as Christine Mihealsick Day in Williamson County upon her recognition as the 2025 Texas Teacher of the Year by the Texas Association of School Administrators.

43. Discuss, consider and take appropriate action on a resolution recognizing January 9, 2025, as "Yongin City Day" in Williamson County, Texas.

44. Discuss, consider, and take appropriate action on acknowledging 50 years of service to Williamson County by Williamson County EMS.

45. Discuss, consider, and take appropriate action on approving an Education Affiliation Agreement between Williamson County and Temple College.

46. Discuss, consider, and take appropriate action on the Consent to Contract Assignment from Quad Med, Inc. (“Assignor”), which is requesting consent from Williamson County, Texas (“County”) for the assignment and transfer of all its interests, rights, and obligations to Bound Tree Medical, LLC (“Assignee”) in relation to Contract #23IFB99 EMS Medical Supplies, awarded on September 19, 2023, and authorizing the execution of the Consent to Assignment.

47. Discuss, consider, and take appropriate action on terminating the original Pictometry International Corp, with Pictometry Corp, Inc, approved by the Commissioners Court on 8.18.2020, under Item #39, and authorizing the execution of the document.

48. Discuss, consider, and take appropriate action on approving the Agreement between Pictometry International Corporation and Williamson County for the annual amount for FY25 & FY26 of $4,712.50 and authorizing the execution of the agreement.

49. Discuss, consider and take appropriate action on approving #202587 between Williamson County and Environmental Systems Research Institute, Inc (ESRI) for an annual subscription for the Advantage Program, in the amount of $109,313.75, pursuant to DIR cooperative contract #DIR-CPO-4699 and authorize execution of quote for the annual service subscription.

50. Discuss, consider, and take appropriate action by approving Addendum #202598 for the annual Support and Maintenance for Astro/NICE for Dispatch and the Training Lab/Back Up Center with Motorola Solutions, Inc. totaling $516,169.45 pursuant to HGAC Contract #RA05-21, and authorizing the purchase.

51. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$2561.00

52. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	$2561.00

53. Discuss, consider and take appropriate action on approval of the Amendment which incorporates the FEMA Addendum for contract #24RFP30, approved on 4.9.2024, JM Engineering LLC.

54. Receive and acknowledge approval of Change Order No. 5 from Aggieland Construction for the Expo - Water Storage Tank Project in the amount of $15,650.00, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

55. Discuss, consider, and take appropriate action on awarding RFP #25RFP3 Fleet Shop Addition to Chasco Constructors, ltd., LLP, in the amount of Seven Thousand Dollars ($7,000.00) for Pre-Construction Phase services and Three Hundred Eight Thousand One Hundred Dollars ($308,100.00) Construction Phase services based on the initial Pre-Construction phase and estimated Construction Budget and authorize the execution of the contract. The funding source is P608.

56. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Beck Architecture, LLC, for the Lake Creek Annex, in the amount of One Hundred Nineteen Thousand, Seven Hundred Dollars ($119,700.00) and authorize execution of the agreement. The funding source is P632.

57. Discuss, consider, and take appropriate action on authorizing the Agreement for Construction contract #202569 between Brandt Company, LLC and Williamson County for the Cooling Tower Refresh at Williamson County Lake Creek Annex, in the amount of One Hundred Eighteen Thousand Four Hundred Ninety-Seven and 29/100 Dollars ($118,497.29), pursuant to Choice Partners – Contract Number #CSP-22-049MF and execution of the agreement.

58. Discuss, consider, and take appropriate action on approving the Master Service Agreement, #202597, between Williamson County and Parsons Commercial Roofing, Inc. for Roofing Services in the not-to-exceed amount of $500,000.00 pursuant to TIPS Cooperative Contract #211001 and authorize execution of the agreement.

59. Discuss, consider, and take appropriate action on awarding IFB #25IFB5 Herbicides to the lowest responsive bidder, Nutrien Ag Solutions, Inc.

60. Discuss, consider and take appropriate action on Contract Amendment No 2 under the Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

61. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Theon Ranches, LP, Daniel and Kathryn Voss, and the proposed Theon Ranches Municipal Utility District No. 3.

62. Discuss, consider, and take appropriate action on approving the purchase of a new Gradall XL3100V Hydraulic Excavator, replacing UGD 0708 (heavy equipment) from Waukesha-Pearce Industries for a total amount of $542,943.23 pursuant to Co-Op BuyBoard contract 685-22, warranties included.

63. Discuss, consider, and take appropriate action on the Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding for the Liberty Hill Bypass East project. Funding Source: 2023 Road Bond Funds.

64. Discuss, consider and take appropriate action on a TxDOT Resolution and an Amendment to the Advance Funding Agreement to reduce the CAMPO funding for the preliminary design and Environmental Clearance to Update RM 2243 from 193A to IH35. (CSJ 2103-01-038.) Funding Source: Bonds P326.

65. Discuss, consider and take appropriate action on a TxDOT Resolution and Advance Funding Agreement for RM 2243 Phase 1B for the reconstruction of an existing 2-lane roadway to a 4-lane divided highway on RM 2243 from Garey Park to the Southwest Bypass. (CSJ 2103-01-040) Funding Source: Bonds P326

66. Discuss, consider and take appropriate action on a TxDOT Resolution and Advance Funding Agreement for RM 2243 Phase 2 for the conversion of a 2/4-lane divided highway to a 6-lane divided highway on RM 2243 from 183A to the Southwest Bypass. (CSJ 2103-01-041) Funding Source: Bonds P326

67. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (4.678 acres as right of way and 2.813 acres as a waterline easement) required for the construction of CR 110N. (Jimmy and Virginia Webb/ Parcel 2) Funding Source: TANS P588.

68. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.4078 acres as right of way and .0098 as a waterline easement) required for the construction of CR 314. (Sonwest Co. a Texas Corporation/ Parcel 29) Funding Source: Road Bonds P364.

EXECUTIVE SESSION

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

69. 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 the acquisition of real property for CR 175.
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

70. 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

71. 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. 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
15. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
16. 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:

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

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 (CWSRF).
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.

72. 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).

73. 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)

74. 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. 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

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

16. 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:

1. Legal claim related to Bryan Ross.

2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

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 (CWSRF).

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.

75. 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).

76. Comments from Commissioners.

77. 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 3rd day of January 2025 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: 01/07/2025

LIT for PM

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

Line item transfer to the appropriate line item to facilitate preventive maintenance services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles > $5,000	$18,800.00
To	0100-0540-004500	Maintenance Contracts	$18,800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2024 02:25 PM
Form Started By: mknipstein		Started On: 12/16/2024 01:22 PM
Final Approval Date: 12/16/2024		

Commissioners Court - Regular Session **4.**

Meeting Date: 01/07/2025

Line Item Transfer

Submitted For: Ashlie Holladay **Submitted By:** Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Fire Marshal's Office/Non-Departmental.

Background

In June 2024, the Fire Marshal's Office issued PO#186432 for the amount of $15,529.50 for up-fitting work at Dana Supply on a 2024 Tahoe (unit ZB2448). However, the work/installation was not completed by the end of last budget year and the invoice was just recently received. Unfortunately, during the change of leadership, a request was not made to include or roll over FY24 funds to cover this expense and, therefore, a request is being made to transfer contingency funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$15,529.50
TO	0100-0542-005700	FireMarshal/Vehicle	$15,529.50

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2024 03:34 PM
Form Started By: Ashlie Holladay		Started On: 12/16/2024 02:35 PM
Final Approval Date: 12/16/2024		

Commissioners Court - Regular Session **5.**

Meeting Date: 01/07/2025

Line Item Transfer for the County Sheriff, Law Enforcement

Submitted For: Matthew Lindemann **Submitted By:** Virginia Johnson, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM:	0100.0560.003008	Law Enforcement Equip < $5,000	$2,855.00
TO:	0100.0560.003011	Computer Software < $5,000	$2,855.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:20 PM
Form Started By: Virginia Johnson		Started On: 01/02/2025 11:01 AM
Final Approval Date: 01/02/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 01/07/2025

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 shipping/postage.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0509.005003	Equipment >$5,000	$1,200.00
To	0100.0509.004212	Postage	$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:15 AM
Form Started By: Gina Wrehsnig		Started On: 01/02/2025 08:43 AM
Final Approval Date: 01/02/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 01/07/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	01/02/2025 11:34 AM
County Judge Exec Asst.	Delia Colon	01/02/2025 12:26 PM
Human Resources (Originator)	Kayla Marek	01/02/2025 12:41 PM
County Judge Exec Asst.	Delia Colon	01/02/2025 12:43 PM
Form Started By: Kayla Marek		Started On: 01/02/2025 11:23 AM
Final Approval Date: 01/02/2025		

Organization	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	Attorney II.1191.001100.	16803	$89,122.54	$2,673.58	3.00	$91,796.12	-	MERIT	3-Jan-25
Veteran Services	Office Administrator.1846.001100.	14164	$53,160.12	$3,189.68	6.00	$56,349.80	-	MERIT	17-Jan-25
Veteran Services	Veteran Services Specialist.1614.001100.	16678	$43,672.24	$1,746.89	4.00	$45,419.13	-	MERIT	17-Jan-25

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0475	001100	$ 2,673.58		
01	0100	0475	001130		$ 2,673.58	
01	0100	0405	001100	$ 4,936.57		
01	0100	0405	001130		$ 4,936.57	
01	0100	0404			$ 432.64	Correcting merit allocated to PCN 0677
01	0100	0404			$ 33.10	Correcting merit allocated to PCN 0677
01	0100	0404			$ 69.44	Correcting merit allocated to PCN 0677
01	0100	8002		$ 432.64		Correcting merit allocated to PCN 0677
01	0100	8002		$ 33.10		Correcting merit allocated to PCN 0677
01	0100	8002		$ 69.44		Correcting merit allocated to PCN 0677

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
Parks - 510	1788	16883	39,535.60	39,535.60	41,084.69	$39,705.00	$1,379.69	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1788 to PCN 2041	1/10/2024
Parks - 510	2041	Vacant	N/A	N/A	37,620.31	$39,000.00	N/A	$1,379.69	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1788 to PCN 2041	1/10/2024
911 Communications - 581	1899	Vacant	N/A	N/A	94,151.80	$90,467.02	$3,684.78	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1899 to PCN 2088, 2089	1/10/2024
911 Communications - 581	2088	Vacant	N/A	N/A	68,157.61	$70,000.00	N/A	$1,842.39	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1899 to PCN 2088, 2089	1/10/2024

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
911 Communications - 581	2089	Vacant	N/A	N/A	68,157.61	$70,000.00	N/A	$1,842.39	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1899 to PCN 2088, 2089	1/10/2024
Emergency Medical Services - 0540	0899	16137	$72,051.20	$72,051.20	$78,728.00	$78,478.00	$250.00	N/A	Reallocation of position budget to facilitate shift adjustment as allowed by policy. Surplus salary from PCN 0899 to PCN 0878	1/17/2025
Emergency Medical Services - 0540	0878	Vacant	N/A	N/A	$68,639.62	$68,889.62	N/A	$250.00	Reallocation of position budget to facilitate shift adjustment as allowed by policy. Surplus salary from PCN 0899 to PCN 0878	1/17/2025

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

Commissioners Court - Regular Session **8.**

Meeting Date: 01/07/2025

Assets for Transfer

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 12/01/2024 - 12/30/2024.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Transfer Dec Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 09:34 AM
Form Started By: koren.shannon		Started On: 12/20/2024 11:12 AM
Final Approval Date: 01/02/2025		

Dec-24 Monthly Report **Court Date:** 1/7/2024

Williamson County - Assets for Transfer

Agenda #35889

Item	Serial Number	Quantity	Transfering Department	Receiving Department
2018 LG, 49LV349C	811RMG0Q983	1	Human Resources	Commissoners Court

Asset Status Change

Title:	i:0#.f|membership|evelyn.petrere@wilco.org - 08-11-2024
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	2018 LG, 49LV349C
1. Manufacturer ID #:	811RMGC0Q983
1. Oracle Asset #:	N/A
1. Condition of Assets:	Working
Transferring Dept.:	Human Resources
Transferring Dept. Contact Person	Evelyn Petrere
Transferring Dept. Contact Ph#:	512-943-1525
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Allen Frederick 11/8/2024 1:24 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Commissioners Court
Receiving Department Contact Person:	Rebecca Clemons
Receiving Dept. Contact Ph#:	512-943-3648
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Rebecca Clemons 11/8/2024 2:26 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	1/7/2025
Agenda Item:	35889

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 01/07/2025

Asset for Auction

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Auction, pursuant to Texas Local Government Code 263.152, for the period of 12.13.24 through 12.29.24.

Background

Please see the attachment for the December report assets for Auction.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2024 Auction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 09:30 AM
Form Started By: koren.shannon		Started On: 12/16/2024 10:32 AM
Final Approval Date: 01/02/2025		

Dec-24 Monthly Report **Court Date:** 1/7/2024

Williamson County - Assets for Auction

Agenda #:35864 35864

Item	Serial Number		Quantity	Department
Panasonic Household Microwave Oven Model NN-SD975S	6FN7170297		1	911 Communications
Dell 3110/3115 Print Cartridges Black, Yellow, Cyan, Magenta	N/A (not in oracle)		4	911 Communications
Box of computer cables and accessories and new monitor mount	N/A (not in oracle)		1	911 Communications
Dell Latitude 5310 2-in-1	BF2Q563		1	Budget Office
Dessert Gray ceramic tile 4x4in		55501	900	Building Maint.
galaxy blue ceramic tile 4x4in		55501	100	Building Maint.
2x2x3 plastic trash can			6	Building Maint.
cloth and wood chair. Cushioned			6	Building Maint.
drwer filing cabinet			1	Building Maint.
drwer filing cabinet			1	Building Maint.
HP OfficeJet Pro 8210	CN3BLGT037		1	Emergency Services Dept.
Latitude 5300 Wilco #13417	81mmkw2		1	Information Systems
Latitude 5420 Wilco #18158	369FFB3		1	Information Systems
Latitude 3500 Wilco #16722	cvz2mw2		1	Information Systems
Latitude 3510 Wilco #13391	g7mh103		1	Information Systems
Dell Monitors 22"			4	Information Systems
Dell Monitors stands			35	Information Systems
Luxul AMS-2624P Switch	AMS2624P01190555		1	Information Systems
Netgear JGS516PE Switch	3KJ6675G0186A		1	Information Systems
Fluke Network Link Runner 1000			1	Information Systems
Grey Rolling Printer Stands			4	JP 2
Grey Rolling Printer Stand			1	JP 2
Black Rolling Printer Stands			2	JP 2
Grey Stationary Printer Srand			1	JP 2
dell printer 2350dn	DJI7GN1		1	Juvenile
dell printer 2350dn	G18BGN1		1	Juvenile
Monitoc Ice Bin Model S570		2622741	1	Juvenile

Scotsman Ice Maker Model C0530MA-1E	1.70713E+13	1	Juvenile
Avigilon Audio/Video converting modules	Avigilon	30	Juvenile
Dell Latitude E5540	BGPHM32	1	Juvenile
Dell Latitude 5590	4B2WMQ2	1	Juvenile
Dell OptiPlex 7450	DGPTXM2	1	Juvenile
Dell Monitor P170st	74445-9cd-e5su	1	Juvenile
Covid temperature station	RCI # 584306 Wilco #13277	1	Parks
Covid temperature station	Unknown	1	Parks
Casino Electric Cash Register	EX256B4323014	1	Parks
Casino Electric Cash Register	EX256B49321373	1	Parks
Brown guest chair		2	Sheriff's Office
Blue desk chair		1	Sheriff's Office
Maroon/red guest chairs		4	Sheriff's Office
Maytag Dryer Model # MDE20MNBYWO	M91901074	1	Sheriff's Office
Maytag Dryer Model # MDE20MNBYWO	M91901100	1	Sheriff's Office
Maytag Dryer Model # MDE20MNBYWO	M91901086	1	Sheriff's Office
Wood/metal desk		1	Sheriff's Office
L Shaped Wood Desk w/ Hutch		1	Sheriff's Office
Gray guest chair		1	Sheriff's Office
Black guest chair		1	Sheriff's Office
black desk chair		1	Sheriff's Office
Office Chairs		2	Sheriff's Office
Dell 27" Computer Monitor	GTE5WN3	1	Sheriff's Office
Logitech Keyboard/mouse		1	Sheriff's Office
Panasonic F33 Toughbook	ODTTC33612	1	Sheriff's Office
Panasonic F33 Toughbook	71TTA08733	1	Sheriff's Office
Panasonic F33 Toughbook	7KTTA13438	1	Sheriff's Office
Panasonic F33 Toughbook	8HTTA42373	1	Sheriff's Office
Tracker Stealth III	A1000021DOC548	1	Sheriff's Office
Flak jackets		3	Sheriff's Office
GASTECH Gas mixture bottles	81-7400-01	1	Sheriff's Office

LEA transmitter and recorder	Wilco #8105		1	Sheriff's Office
Nokia cell phones		2.18E+10	1	Sheriff's Office
Nokia cell phones	2178C563		1	Sheriff's Office
HMK 40 Cal Magazine			12	Sheriff's Office
Marantz professional recorder		2.00308E+13	1	Sheriff's Office
Black Computer Bag			1	Sheriff's Office
2 Drager pumps with 5 ammonia test kits			2	Sheriff's Office
LEA repeater	Wilco #8106		1	Sheriff's Office
Gas meter GASTECH		9933814	1	Sheriff's Office
Olympus camera with case	Wilco #00999		1	Sheriff's Office
Tracker Stealth IV		3.59739E+14	1	Sheriff's Office
Tracker Stealth IV		3.59739E+14	1	Sheriff's Office
Sony Handycam		451941	1	Sheriff's Office
Motorola radio receiver	922TNN7416		1	Sheriff's Office
Handy Video Recorder		3711	1	Sheriff's Office
Faux black leather guest chair			2	Sheriff's Office
Maroon cloth guest chair			2	Sheriff's Office
Blue guest chair			1	Sheriff's Office
CF33 Panasonic Toughbook Desktop docking station	ODTSA13164		1	Sheriff's Office
Toughbooks	9FTTc85377		1	Sheriff's Office
Toughbooks	9FTTC85379		1	Sheriff's Office
Toughbooks	9FTTC85450		1	Sheriff's Office
Toughbooks	9FTTC85420		1	Sheriff's Office
Toughbooks	7KTTA13368		1	Sheriff's Office
Toughbooks	9FTTC85409		1	Sheriff's Office
Toughbooks	9FTTC85417		1	Sheriff's Office
Toughbooks	9FTTC85415		1	Sheriff's Office
Toughbooks	0DTTC35488		1	Sheriff's Office
Toughbooks	9FTTC85436		1	Sheriff's Office
Toughbooks	9FTTC85433		1	Sheriff's Office
Toughbooks	8HTTA42340		1	Sheriff's Office

Toughbooks	0DTTC35414	1	Sheriff's Office
Toughbooks	9FTTC85437	1	Sheriff's Office
Toughbooks	9FTTC85430	1	Sheriff's Office
Toughbooks	9FTTC85390	1	Sheriff's Office
Toughbooks	7KTTA13294	1	Sheriff's Office
Toughbooks	0LTTC56639	1	Sheriff's Office
Toughbooks	7KTTA13348	1	Sheriff's Office
Toughbooks	9FTTC85456	1	Sheriff's Office
Toughbooks	0DTTC35533	1	Sheriff's Office
Toughbooks	9FTTC85413	1	Sheriff's Office
Toughbooks	8HTTA41863	1	Sheriff's Office
Toughbooks	0DTTC34412	1	Sheriff's Office
k_9 equipment,, 5 collars, 2 leashes, 7 harnesses, muzzle, 5 kongs	Sports 9T (BC# 01212)	19	Sheriff's Office
Tritronics pro 500 training Collar	1.1219E+11	1	Sheriff's Office
Black canine armor	Model H	1	Sheriff's Office
Green Canine armor	1801197319 BC #04834	1	Sheriff's Office
ROCA Bite training suit (pants, top, 2 arm sleeve)	8008451706003187 BC# 04715	1	Sheriff's Office
Tracker Stealth III	A10000021D2E6B7	1	Sheriff's Office
Surge Protector APC	3B1032X05378	1	Sheriff's Office
Surge Protector APC	3B1032X05417	1	Sheriff's Office
Surge Protector APC	3B032X05380	1	Sheriff's Office
Digital display receiver 12 channel		1	Sheriff's Office
CMOS camera	8305118	1	Sheriff's Office
CMOS camera	70329137	1	Sheriff's Office
Simple Tech	9.12224E+12	1	Sheriff's Office
Covert wireless device box		1	Sheriff's Office
paint ball guns	Wilco #1-10	10	Sheriff's Office
hoppers		8	Sheriff's Office
CO2 Containers		4	Sheriff's Office

Belkin keyboard		1	Sheriff's Office
Combi Oven	54-1083502	1	Sheriff's Office
metal desks		3	Sheriff's Office
black guest chair		1	Sheriff's Office
Wide Format Laminator RSCA4:D52-1050CL	E050148	1	Unified Road Systems

Commissioners Court - Regular Session **10.**

Meeting Date: 01/07/2025

Assets for Destruction

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 12.01.24 - 12.26.24.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2024 Assets for Destruction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 09:32 AM
Form Started By: koren.shannon		Started On: 12/16/2024 11:33 AM
Final Approval Date: 01/02/2025		

Dec-24 Monthly Report **Court Date:** 1/7/2025

Williamson County - Assets for Destruction

Agenda #: 35865

Item	Serial Number	Quantity	Department
wooden chairs		6	Building Maint
White Roper refrigerator		1	Sheriffs Office

Commissioners Court - Regular Session **11.**

Meeting Date: 01/07/2025

VSC Assets for Auction

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize 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 details for December 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSC Asset for Auction Dec Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 09:36 AM
Form Started By: koren.shannon		Started On: 12/23/2024 08:35 AM
Final Approval Date: 01/02/2025		

Vehicle Status Change

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status ...	Enter Agenda Date:	Make	Model	License Plate	Year
560 - Sheriffs Office	11/02/2024 08:43 AM	1C4SDHFT0JC3837...	SB1889	ACCIDENT	01/07/2025	DODGE	DURANGO	LHF2364	2018
551- Constable Pct 1	11/26/2024 10:09 AM	1GNLCDEC9GR305...	1B1636	REACHED OPERATIONAL LIFE EXPECTANCY	01/07/2025	Chevrolet	Tahoe	1309529	2016
560 - Sheriffs Office	12/10/2024 11:06 AM	1GCRCPEA4DZ282...	SB1318	NOT MECHANICALLY SOUND	01/07/2025	CHEVROLET	SILVERADO	BVX1209	2013
560 - Sheriffs Office	12/10/2024 02:40 PM	1GNLCDEC0KR290...	SB1975	NOT MECHANICALLY SOUND	01/07/2025	CHEVROLET	TAHOE	1399996	2019
560 - Sheriffs Office	12/10/2024 02:42 PM	1GNLCDEC0KR288...	SB1963	NOT MECHANICALLY SOUND	01/07/2025	CHEVROLET	TAHOE	1412758	2019
560 - Sheriffs Office	12/10/2024 03:18 PM	1GNLCDEC3JR252...	SB1873	NOT MECHANICALLY SOUND	01/07/2025	CHEVROLET	TAHOE	LBB7798	2018
	12/10/2024 03:21 PM	1GNLCDEC9KR288...	SB1959	NOT MECHANICALLY SOUND	01/07/2025	CHEVROLET	TAHOE	1412742	2019
560 - Sheriffs Office	12/10/2024 03:23 PM	1GNLCDECXJR253...	SB1870	NOT MECHANICALLY SOUND	01/07/2025	CHEVROLET	TAHOE	1370469	2018

Commissioners Court - Regular Session **12.**

Meeting Date: 01/07/2025

Recognize completion of required continuing education hours for the Tax Assessor Collector

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 recognize completion of the required continuing education hours for the Williamson County Tax Assessor Collector.

Background

Pursuant to Section 6.231(d) which requires the Tax Assessor/Collector to file annually a continuing education certificate of completion with the Commissioners' Court of the county in which the county Assessor/Collector holds office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

L.Gaddes CE Transcript

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/20/2024 01:30 PM
Form Started By: Mary Greenway		Started On: 12/20/2024 12:54 PM
Final Approval Date: 12/20/2024		

Tax Assessor-Collector Association
Professional County Assessor-Collector
Maintenance Transcript

Reporting Period: 1/1/2024 - 12/31/2024

Hon. Larry Gaddes, PCAC, CTA
Tax Assessor-Collector
Williamson County
904 S Main St
Georgetown, TX 78626-5829

ID: 231060
Phone: (512) 943-1954
Fax: (512) 943-3263
Enrolled Date: 01/01/2016

In order to retain this designation, the TACA Active member must earn 20 Continuing Education Hours annually. A maximum of 10 hours may be carried forward if you earn more than the required 20.

Date	Description	Earned Hours
01/01/2024	Excess hours carried from 2023	10.00
02/27/2024	Texas Cybersecurity Awareness Training from KnowBe4	0.50
03/20/2024	Bluebonnet Regional Meeting	4.00
05/24/2024	2024 County Technology Conference	8.00
06/04/2024	Ethics for County Tax Assessor-Collectors (taken at TACA Conference)	0.00
06/05/2024	90th Annual Tax Assessor-Collectors Association Conference	11.00
07/10/2024	Truth in Taxation	4.00
08/28/2024	85th Annual TAAO Conference	6.00
08/30/2024	2024 TAC Legislative Conference	8.00
10/16/2024	Mental Health and Growth in the Workplace	2.00
11/21/2024	42nd Annual V.G. Young School for Tax Assessor-Collectors	14.00
12/04/2024	Property Tax Institute	9.00
	Total Hours for Year:	76.50

You have met your education requirements for the period 01/01/2024 - 12/31/2024.

You may carry forward to the next reporting period 10.00 hours.

Print Date: 12/20/2024

For questions regarding CE hours, please contact the TACA Education Director at education@tacaoftexas.org.

Commissioners Court - Regular Session **13.**

Meeting Date: 01/07/2025

Reappoint ESD #5 Commissioner

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Mike Adams to the ESD #5 Board of Directors for a two-year term through December 31, 2026.

Background

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	12/13/2024 10:27 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/12/2024 02:54 PM
Final Approval Date: 12/13/2024		

Commissioners Court - Regular Session **14.**

Meeting Date: 01/07/2025

Reappoint ESD #5 Commissioner

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 the reappointment of Gary Kovar to ESD #5 as Board of Directors.

Background

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	12/13/2024 10:28 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/12/2024 03:07 PM
Final Approval Date: 12/13/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 01/07/2025

TX Mamma Jamma Vehicle Reimbursement Agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of vehicle reimbursement agreement with Cadence Sports for TX Mamma Jamma ride for off-duty contracting of County Sheriff's Deputies to be effective January 7, 2025.

Background

This is the renewal agreement that will give permission for Cadence Sports to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin January 7, 2025, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cadence Sports

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/20/2024 04:44 PM
Form Started By: Starla Hall		Started On: 12/19/2024 03:21 PM
Final Approval Date: 12/20/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on ~~October 1, 2024~~ January 7, 2025, and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Cadence Sports / TX Mamma Jamma Ride

Signature: Alan S. Bazard

Printed Name: Alan S. Bazard

Title: Technical Director

Date: August 26, _____, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **16.**

Meeting Date: 01/07/2025

ASB Cycling Vehicle Reimbursement Agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with ASB Cycling for Rosedale Ride for off-duty contracting of County Sheriff's Deputies to be effective January 7, 2025.

Background

This is the renewal agreement that will give permission for ASB Cycling/Rosedale Ride to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin January 7, 2025, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ASB Cycling

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:16 AM
Form Started By: Starla Hall		Started On: 12/19/2024 06:46 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on ~~Oct 1, 2024~~ January 7, 2025, and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: ASB Cycling / Rosedale Ride_

Signature: Alan S. Bazard_____

Printed Name: Alan S. Bazard_____

Title: Owner / Ride Director____

Date: August 26,_____ _____, 2024___

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **17.**

Meeting Date: 01/07/2025

Hart InterCivic Inc vehicle reimbursement agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Hart InterCivic Inc. for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024 (3800 Quick Hill Rd.)

Background

This is the annual renewal agreement that will give permission for Hart InterCivic Inc. to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin October 1, 2024, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Hart InterCivic

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:29 AM
Form Started By: Starla Hall		Started On: 12/19/2024 06:53 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14 .00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Hart InterCivic, Inc.

Signature: _____

Printed Name: Hollie Osbourn

Title: C F O

Date: August 2, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Matthew Lindemann

Date: December 31 2024 January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **18.**

Meeting Date: 01/07/2025

Q2 Software Inc vehicle reimbursement agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Q2 Software Inc. for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024.

Background

This is the annual renewal agreement that will give permission for Q2 Software Inc. to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin October 1, 2024, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Q2 Software

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:31 AM
Form Started By: Starla Hall		Started On: 12/19/2024 07:01 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 2024, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14 .00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

---

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: O2 Software, Inc.

Signature: _____

Printed Name: Rodd Chadwick

Title: Corporate Services

Date: August 22, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Matthew Zindemann

Date: December 31, 2024 January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **19.**

Meeting Date: 01/07/2025

Grace Bible Church vehicle reimbursement agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Grace Bible Church for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024.

Background

This is the annual renewal agreement that will give permission for Grace Bible Church in Georgetown to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin October 1, 2024, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grace Bible Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:34 AM
Form Started By: Starla Hall		Started On: 12/19/2024 07:05 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 1, 20 24 and shall terminate on September 30, 20 25. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14 .00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

---

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Grace Bible Church

Signature: _____

Printed Name: Keith Kilpatrick

Title: Executive Pastor

Date: August 22, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Matthew Zindemann

Date: December 31, 2024 January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **20.**

Meeting Date: 01/07/2025

Red Poppy Charity Bike Ride vehicle reimbursement agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Red Poppy Charity Bike Ride for off-duty contracting of County Sheriff's Deputies to be effective April 1, 2025.

Background

This is the annual renewal agreement that will give permission for the Red Poppy Charity organization to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin April 1, 2025, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Red Poppy Charity Bike Ride

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:39 AM
Form Started By: Starla Hall		Started On: 12/19/2024 07:11 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on April 1, 2025 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Red Poppy Charity Bike Ride_

Signature: Rick Andersen

Printed Name: Rick Andersen_____

Title: Red Poppy Ride Safety Chairman____

Date: 8 - 22 - _____, 2024_

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

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

Commissioners Court - Regular Session **21.**

Meeting Date: 01/07/2025

Santa Rita Ranch Master Community vehicle reimbursement agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Santa Rita Ranch Master Community for off-duty contracting of County Sheriff's Deputies to be effective January 7, 2025 (located in Liberty Hill).

Background

This is the annual renewal agreement that will give permission for Santa Rita Ranch Master Community to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin January 7, 2025, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Santa Rita Ranch Master Community

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:42 AM
Form Started By: Starla Hall		Started On: 12/19/2024 07:25 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on ~~October 1, 2024~~ January 7, 2025 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Santa Rita Ranch

Signature: [signature]

Printed Name: Kacie Nesby

Title: Lifestyle Director

Date: 8/ 26, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **22.**

Meeting Date: 01/07/2025

Celebration Church vehicle reimbursement agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of a vehicle reimbursement agreement with Celebration Church for off-duty contracting of County Sheriff's Deputies to be effective October 1, 2024.

Background

This is the annual renewal agreement that will give permission for Celebration Church to contract County Sheriff's deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The agreement will begin October 1, 2024, and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Celebration Church

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/23/2024 08:44 AM
Form Started By: Starla Hall		Started On: 12/19/2024 07:32 PM
Final Approval Date: 12/23/2024		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

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5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14 .00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

---

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Celebration Church.

Signature: _____

Printed Name: Evan Newcomer

Title: Campus Safety Director

Date: 08/26/2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Matthew Zundermann

Date: December 31, 2024
January 1, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **23.**

Meeting Date: 01/07/2025

Approval of Agreement with Euna Solutions (formerly Questica, Ltd.) for service hours to update software for the Budget Office

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 Agreement #202589 between Euna Solutions (formerly Questica, Ltd.) and Williamson County for the not-to-exceed amount of $6,250.00 to provide service hours to provide Budget Office software customization, pursuant to the ILA with Riverside County Transportation Commission, previously awarded on 8.16.2022 with agenda item #30, and authorizing the execution of the agreement.

Background

Approval of this agreement will allow Euna (Formerly Questica, Ltd.) to perform the recommended upgrade to the Budget Office software configuration. After a review by Euna, it was determined that service hours are required to ensure the upgrade does not conflict with the current customization. This Agreement is to purchase those requested hours. The attached service quote describes in detail the services to be performed. The funding source is 01.0100.0503.004100 for the FY25 budget. Budget, Auditor's Office, Information Services, Contract Audit, and General Counsel have all approved this item. Origination #1686. The department point of contact is Ashlie Holladay.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Euna Solutions Service Hours

1295 form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 12:25 PM
Form Started By: Sandra Malcolm		Started On: 12/19/2024 01:14 PM
Final Approval Date: 01/01/2025		

EUNA™
solutions

Price Estimate - Upgrade

Prepared for

Ashlie Holladay

Williamson County

By

Mack Unyi

Euna Solutions

December 20, 2024

Services Estimate

Estimate ID#: [redacted] Revision #: 1

Upgrade Deliverables:

Version Upgrade Project Management

Euna will create a copy of your existing Production site, upgrade the site, deploy all upgraded custom assets to that site and then have you verify the site is working as expected. Once client verification is provided, a date/time will be scheduled to upgrade your Production site to the new version. We will then upgrade your Production site and deploy all upgraded custom assets to that site.

Customizations Upgrade

Your custom assets will be upgraded so that the continue to function in the new version of the software. This does not include making any changes in functionality to the existing assets, as it was originally designed, above and beyond ensuring that it continues to function.

Reports Upgrade

The custom reports created by Euna within SSRS will be upgraded so that the continue to function in the new version of the software. This does not include making any changes in functionality to the existing assets, as it was originally designed, above and beyond ensuring that it continues to function. This does not include upgrading any reports created by the client user's in Microsoft Report Builder.

Integrations Upgrade

Your custom assets will be upgraded so that the continue to function in the new version of the software. This does not include making any changes in functionality to the existing assets, as it was originally designed, above and beyond ensuring that it continues to function.

Training

A single remote train-the-trainer training session, up to 2 hours in length, will be provided to cover the features of the new software version that you are being upgraded to.

Limitations:

Anything not explicitly mentioned in the above specification cannot be assumed as part of the work to be performed. Anything listed above that does not included an associated price in the Professional Services Items and/or Fixed Price Items cannot be assumed as part of the work to be performed

Professional Services Items:

Item	General Description			Total
1	Version Upgrade Professional Services		$	1,250.00
2	Customizations Upgrade		$	1,000.00
3	Reports Upgrade		$	-
4	Integrations Upgrade			Cost Covered
5	Training		$	-
6	Custom Report		$	5,000.00
7	200 Customer Engagement Reward Points		$	-1,000.00
Terms	Invoiced Monthly Net 30	***Estimated Total Services**	**$**	**6,250.00**

*This is an estimate of the cost of services which may, on completion, be higher or lower than the estimate. Time and materials will be billed monthly as time is incurred at an hourly rate of $250

Pricing Notes

Estimate ID#: [redacted] Revision #: 1

- Pricing Valid Through: January 31, 2025
- Above pricing is in dollars the following currency: USD
- Applicable taxes Extra
- Work required by:
- Professional Services Items: This is an estimate only. All work to be invoiced monthly on a time & materials basis
- This project will not require vendor on-site services.

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Estimate ID#: [redacted] Revision #: 1

Date: December 20, 2024

General Terms and Conditions

Terms of Service

The services and any related software are provided under the original license and/or service and/or subscription agreement which is hereby deemed to be fully incorporated into this Estimate.

Taxes

The pricing on this Estimate is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Euna) shall be the responsibility of the Customer.

Payment

Payment is required in the currency noted. Unless detailed otherwise in this Estimate, terms are net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Customer Responsibility

Efforts detailed in this Estimate are presented as a solution to a business issue you have described to us. It is based on our understanding of the business issue and may or may not address all of your concerns. It is your responsibility to review and understand this solution, what it includes and what it does not, and ensure it is suitable for your needs.

Acceptance of Custom Work

This Estimate may include the scoping, designing and development of product customization, custom reporting, data import services or technical assistance as detailed in this Estimate and/or in an attached scope of work. Within fifteen (15) business days from the completion and delivery of each individual custom work, the Customer/Licensee shall, in its sole discretion, review the product customization and notify Euna whether it finds the customization satisfactory or unsatisfactory. If it is determined that the customization is unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Euna will promptly correct the deficiencies and reinstall the customization, and the approval procedure shall be reapplied until Licensee finally declares the customization satisfactory. In the absence of a written response within 15 business days after the delivery of the customization or once the Licensee has declared the customization satisfactory, the customization shall be considered 'accepted'.

Limited Warranty

Euna provides a limited warranty on custom reporting and product customizations for a period of six months from the 'Acceptance' of the report or customization. Only modifications to support upgrades of Euna within this six-month period are included in this Limited Warranty. Enhancements or modifications outside the scope of the accepted specification, scope of work, or authorized change requests are not warranted.

Consulting, Training or Implementation Time Invoicing

Only activities approved in an approved scope of work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the scope of work.

Implementation Services

Euna shall provide the professional service as defined in the Scope of Work in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Euna, the obligation to provide professional services to the Customer expires the earlier of:

1) completion of the services described in the SOW
2) 12 months from the acceptance date of the relevant Order Form.

Travel Costs

Unless noted otherwise, this Estimate does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Euna's standard travel and per diem rates shall apply. Air travel, rental car (with associated fuel, parking, and insurance costs), and lodging costs shall be reimbursed at cost. Euna is not responsible for unpredictable (including commercial airline travel) delays which may increase travel cost.

Custom Business Rules (CBRs), Modifiers, User Interface

This SoW does not include the development of customizations. Customizations can be accommodated upon receipt and acceptance of a change order and will extend the implementation timeline.

Custom Reports and Report Entities

This SoW does not include the development of custom reports or report entities. Custom reporting can be accommodated upon receipt and acceptance of a change order.

Change Orders

Any changes to the agreed scope, including changes requested by The Customer within the warranty period of customizations, shall be the subject of a new change order and the work to be carried out thereunder shall be separately estimated, agreed, and billed. Euna and The Customer must draw up an agreement of design detail and cost estimate before Euna undertakes any customizations.

The work shall be billed on a time and materials basis at the contracted rate in effect at the time of estimation. Should The Customer require a more detailed design and estimate, this can be prepared, however the investigation will be billable as the design of customizations is a significant part of the work.

Acceptance

Estimate ID#: [redacted]
Revision #: 1
Date: December 20, 2024

Authorized Signature: _____

Authorized Name: _____

Organization Name: Williamson County

PO/Reference: _____

Date: _____

Upon accepting this offer, please scan and email back all pages of the signed estimate and include an auhtorized purchase order, if applicable.

Euna Solutions

Authorized Signature: Brian Walker

Authorized Name: Brian Walker

Organization Name: Euna Solutions

Date: 12/20/2024

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:
2024-1251608

Date Filed:
12/20/2024

Date Acknowledged:
12/20/2024

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

Euna Solutions
Chicago, IL 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.

202589
Budget Software Upgrade

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1251608

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Date Acknowledged:

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Euna Solutions
Chicago, IL 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.
202589
Budget Software Upgrade

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 Mackenzie Unyi, and my date of birth is [redacted].

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

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

Executed in United States County, Texas, State of _____, on the 20 day of December (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **24.**

Meeting Date: 01/07/2025

Approval of Master Service Agreement with BFLY Operations, Inc. for Butterfly Ultrasound Updates for Emergency Management Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement, #202592, between Williamson County and BFLY Operations, Inc. for Butterfly Ultrasound Updates for the not-to-exceed amount of $14,120.00 and authorize execution of the agreement.

Background

This Master Service Agreement for Butterfly Ultrasound Updates between Williamson County and BFLY Operations, Inc. is to be able to participate in the Butterfly Trade-In program to upgrade current portable ultrasound devices and continued use of the Butterfly cloud-based platform for storage and case review. The not-to-exceed amount is $14,120.00. The funding source is 01.0100.0510.004100, Origination ID #1331, and the department contact is Dan Cohen.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

202592 MSA BFLY Operations Inc

Vendor Quote

Form 1295 BFLY Operations Inc

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:00 AM
Form Started By: Vickie Johnson		Started On: 12/30/2024 03:11 PM
Final Approval Date: 01/02/2025		

MASTER TERMS AND CONDITIONS

This Master Terms and Conditions ("Agreement") is made as of November 22, 2024 (the "Effective Date"), by and between BFLY Operations, Inc., a Delaware Corporation ("Butterfly"), and **The Williamson County EMS System,** located at 3189 SE Innerloop, Ste. A Georgetown, TX 78626 and incorporated in Texas ("Client") (each a "Party" and collectively "Parties").

WHEREAS, Butterfly is a company that provides portable ultrasound imaging probes and a hosted software service for viewing, using and storing the ultrasound images and imaging studies for various medical diagnostic purposes, research and education; and

WHEREAS, Client is a physician or other licensed health care provider, medical practice, medical school or other authorized user; and

WHEREAS, Butterfly desires to sell ultrasound imaging probes and provide the associated services to Client and Client desires to purchase such ultrasound imaging probes and receive the associated services from Butterfly.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Services

1.1 Subscription Services. Subject to the terms of this Agreement and payment of the amounts set forth in the Budgetary Quotation (as defined herein), Butterfly will provide Client with access to a specified number of End Users, (as defined herein), to use the Butterfly Subscription Service. The Subscription Service shall mean the hosted, on demand Web-based provision of applications, application programming interfaces, and platform services provided by Butterfly, which is accessed from Client owned and/or controlled computer systems via the Internet, ("Butterfly Cloud") and the associated mobile application, which is installed on Client or End User owned and/or controlled mobile devices ("Butterfly iQ App"). The Documentation means documentation describing the design, features, use of and functionality of the Subscription Service and Devices (defined below), including any other documentation provided by Butterfly to Client in connection with the Services. The Subscription Service together with Subscription Support Services and any Professional Services (defined below), are collectively, the "Services." Only a Client that is fully paid up and its designated employees and agents ("End Users") may access and use the Subscription Service. Client is permitted to terminate and re-designate individual employees and agents as authorized End Users, provided that the total number of End Users does not exceed the number specified in the Budgetary Quotation. Client and End Users are expressly prohibited from authorizing the sharing of login credentials, sharing login credentials with unauthorized individuals, or otherwise making the Subscription Service available to more than the number of End Users specified in the Budgetary Quotation. All use of the Subscription Service by End Users is subject to the restrictions set forth in Exhibit A (End User License Agreement). Client shall be responsible for ensuring that End Users execute such End User Agreement prior to such End User receiving access to the Subscription Service and any Devices.

1.2 Devices. Devices means the portable ultrasound imaging probes, which are used by Client and End Users to conduct ultrasound imaging, as more fully described in Exhibit B (Device Description), and which are connected to Client's or an End User's smartphone in order to enable the use of the Subscription Service, which includes the ability to immediately view the ultrasound image and any other Client Data (as defined below) and upload such Client Data for viewing, use and storage. Only Client and its End Users may access and use the Devices. The following are additional terms that apply to Devices:

1.2.1. Unless otherwise indicated in the Budgetary Quotation, incoterms are CIP (Carrier and Insurance Paid To).

1.2.2. Title and risk of loss to Devices passes to Client upon shipping.

1.2.3. Butterfly shall pre-pay and bill to Client all freight charges associate with all deliveries.

1.2.4. When feasible, Butterfly reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate.

1.2.5. Client shall not have any right to return Devices for a refund after delivery except for Devices shipped in error that are different from the Devices specified in the Budgetary Quotation.

1.3 Subscription Support Services. Butterfly will provide to Client reasonable technical support, maintenance, and generally available updates. Client shall not contract with or otherwise allow a third party to provide assistance or support for the Subscription Services or Devices without the prior written consent of Butterfly.

1.4 Professional Services. From time to time, Client may engage Butterfly to provide certain professional services ("Professional Services"), such as for training, implementation or customization of the Subscription Service. Fees for Professional Services will be based on Butterfly's then applicable Professional Services rates. Each such engagement of Professional Services will be described in a Statement of Work that must be accepted in writing by an authorized representative of each Party. In the event of a conflict between the terms provided in this Agreement and the terms of any Statement of Work, the terms of this Agreement will prevail, except that the terms of the Statement of Work shall prevail over conflicting terms of this Agreement (but only with respect to such applicable Statement of Work) where the Statement of Work explicitly identifies such conflicting terms and confirms the intent of the Parties to supersede or modify the conflicting term of this Agreement.

1.5 Changes to Subscription Service. Butterfly may modify or delete any features of the Subscription Service in any manner that: (a) does not have an adverse impact on the Subscription Service or (b) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Butterfly shall notify Client as promptly as practicable in advance of such changes to the Subscription Service under clause (b) that have an adverse impact on the Subscription Service.

2. Fees and Payment

2.1 Fees. Client shall pay the amounts set forth in the Budgetary Quotation executed between the Parties and incorporated herein by reference, (the "Budgetary Quotation") for the Devices and Subscription Service. No third party pass-through fees, direct fees, or any other transaction costs, are included; Client is solely responsible for payment of any such fees and costs. In the event of a conflict between the Budgetary Quotation and the terms of this Agreement, the Budgetary Quotation shall govern.

2.2 Invoices. All invoices will be issued with the frequency and terms as specified in the Budgetary Quotation. All payments shall be made in U.S. Dollars by bank wire or other form of transfer. Overdue amounts will be subject to a late payment charge, as set forth in Section 2.3, below. Any payment not received from Client by the due date may result in suspension of Client's ability to access the Services

until payment is made. Client shall pay any applicable state, federal, or other sales and use taxes that may be associated with the purchase of the Devices and Services under this Agreement, and Butterfly may collect all applicable sales taxes. If Client claims tax-exempt status, Client will provide Butterfly with documentation of such status. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to Client for any on-site work performed under this Agreement. If travel expenses are incurred, Butterfly will make reasonable efforts to keep travel costs to a minimum.

2.3 Texas Prompt Payment Act Compliance. Payments 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.

2.4 Disputes. If Client has a good faith dispute regarding payment for a particular Device or Service, such dispute shall not entitle Client to withhold payment for any other Device or portion of Service. Client grants Butterfly a purchase money security interest in all Devices specified in the Budgetary Quotation until full payment is received, and Client agrees to perform all acts and execute all documents as may be necessary to perfect Butterfly's security interest.

2.5 Discount Disclosure. The dollar value of the discounts or other reductions in price pursuant to this Agreement, if any, and any other items and services not paid for by Client and received by Client under this Agreement are "discounts and other reductions in price" under Section 1128B(b)(3)(A) of the Social Security Act (42 U.S.C.§ 1320-a-7b(b)(3)(A)), as amended. It is the intent of the parties to comply with the Anti-kickback Law Discount Safe Harbor (42 C.F.R.§ 1001.952(h) as amended). The Discount Safe Harbor requires that certain discounts be reported and or passed on to Federal and State health care programs, such as Medicare and Medicaid. Client understands and agrees it must properly disclose the discounts or reductions in price, and reflect such discounts or reductions in price in the costs claimed or charges made, under any Federal or State health care program which provides cost or charge- based reimbursement to Client for the items and services covered by this Agreement. Client shall be solely responsible for determining whether the savings or discounts it receives must be reported or passed on to payors.

3. Data Privacy

3.1 Obligations. Client acknowledges and agrees that Butterfly does not require any specific data from Client or End User, that Client and End User controls the content of any Client Data (as defined below) that is inputted, transmitted, uploaded, transferred, submitted, disclosed, processed, collected, stored, replicated or in any other way accessed or used through the use of the Subscription Service, and that Butterfly has no obligation to monitor the content of any Client Data. Client shall be responsible for procuring any necessary consents and making any notifications under applicable Law with respect to the provision of the Client Data to Butterfly through the Subscription Service and the processing of such Client Data by Butterfly through the Subscription Services. Upon request of Butterfly, Client will provide Butterfly with documentation to support such consent.

3.2 Compliance with Law. Butterfly acknowledges that in the performance of the Subscription Service, Butterfly may have access to Client Data. Butterfly shall only use and disclose Client Data in

accordance with applicable Law, including without limitation HIPAA as amended by the HITECH Act, and the terms of the Business Associate Agreement ("BAA") executed between the parties under separate cover (Business Associate Agreement). Law means: (a) any national, state, local or other law or statute in any applicable jurisdiction; (b) any rule or regulation issued by a relevant regulatory agency; and (c) any written or authoritative interpretation by such relevant regulatory agency of any such law, statute, rule or regulation.

4. Ownership

4.1 Butterfly Property. Butterfly owns all right, title and interest in and to: (a) the Subscription Service and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Subscription Service; (b) any data and content generated through the use or execution of the Subscription Service to the extent such data or content does not include Protected Health Information ("PHI") as that term is defined in HIPAA; (c) any and all Butterfly Confidential Information (see Section 12); (d) Anonymized Data (as defined below); (e) the Devices, subject to Section 4.3 (Client Property), and the technology, software, hardware, products, processes, algorithms, user interfaces, documentation, user manuals and know-how related to the Devices; and (f) and any and all Intellectual Property Rights embodied in (a)-(e) (collectively the "Butterfly Property"). Intellectual Property Rights means patents, inventions, utility models, trademarks, service marks, trade and service names, copyrights, database rights and design rights (whether or not any of them are registered, and including applications for registration of any of them), rights in know-how, moral rights, trade secrets and rights of confidence and all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may exist anywhere in the world. Butterfly shall own any and all developments, inventions and work product created under any Professional Services, including but not limited to training materials, implementation guides and customizations of the Subscription Service. Butterfly shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services and Devices any suggestions, enhancement requests, recommendations or other feedback provided by Client and End Users relating to the Services and Devices. All rights not expressly granted to Client herein are expressly reserved by Butterfly.

4.2 Client Data. As between the Parties, the data, images, imaging studies and content that Client or an End User inputs, transmits, uploads, transfers, submits, discloses or otherwise provides to the Subscription Service will remain exclusive property of Client (collectively, the "Client Data"). Notwithstanding anything in this Agreement or in any Business Associate Agreement between the Parties to the contrary, and notwithstanding any termination or expiration of this Agreement, Client Data will not include Anonymized Data, which is defined as Client Data that has been fully and permanently de-identified in accordance with HIPAA.

4.3 Client Property. Following receipt of the Devices and payment of the Device fees and implementation fees, as applicable and as set forth in the Budgetary Quotation, Client owns all right, title and interest in and to the Devices. Subject to the aforementioned sentence, Client Data and Devices are, collectively, "Client Property."

5. System Monitoring. Butterfly expressly reserves the right to monitor any and all use of the Subscription Services, including certain performance characteristics of the Device. Butterfly may gather system data for the purpose of optimizing the Subscription Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency, as well as temperature, battery and other Device characteristics. Butterfly shall have no obligation to monitor the Client Data, but reserves the right to monitor the Subscription Services for purposes of verifying compliance with the terms of this Agreement.

6. Client Responsibilities

6.1 Medical Diagnosis and Treatment. Client acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Client and its professional healthcare providers.

6.2 Use for Clinical Diagnostic Purposes. Client acknowledges and agrees that it and its End Users will use the Devices and Services consistent with the Device labeling, this Agreement and only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, for teaching, research or other authorized purposes and not for any entertainment or amusement purposes.

6.3 Maintenance. Client is responsible for maintaining the Device in accordance with all written instructions and labeling, including cleaning and disinfecting the Device.

6.4 Client Equipment. Client is responsible for obtaining and properly maintaining any Client Equipment, defined as: (a) Client's computer hardware, software and network infrastructure used to access the Subscription Service; (b) the smartphones used to connect to the Device; (c) other data storage and viewing platforms and networks including but not limited to Client's internal systems (e.g., EMR and DICOM) for viewing and accessing ultrasound images and imaging studies; and (d) any ancillary services needed to connect to, access or otherwise use the Devices and Subscription Service. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Equipment, including any delays, inaccuracies, errors, malfunctions, security failures or other incident attributable to Client Equipment.

6.5 Restrictions on Use. Client shall not, and shall not allow or assist any End User or other entity to: (a) use the Device in a manner inconsistent with its labeling; (b) rent, lease, sublicense, assign, distribute, transfer, copy, reproduce, download, display, modify or timeshare or otherwise make the Butterfly Property or any portion thereof available to any third party other than End Users as contemplated by this Agreement; (c) use the Devices or Services to send or store infringing or unlawful material or material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) modify, copy or create derivative works based on the Butterfly Property, provided that Client may print, annotate or export, Client Data contained in certain reporting/reviewing/viewing functions but only to the extent expressly permitted in the Documentation and only for purposes of providing medical care to the individual patient associated with such Client Data; (e) translate, reverse engineer, decompile, disassemble, or otherwise attempt to discover any source code or underlying ideas of any Butterfly Property, or modify any Butterfly Property, except to the extent (but only to such extent) that applicable Law prohibits such restrictions; (f) access or use the Butterfly Property to develop or create competing products or services or copy any features or user interface of the Butterfly Property or otherwise use such Butterfly Property as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution; (g) attempt to repair the Butterfly Property; (h) disable any security devices or codes on the Butterfly Property; (i) alter, remove, or obscure any proprietary rights notices on the Butterfly Property or related Documentation; (j) create Internet "links" to or from the Subscription Service, or "frame" or "mirror" any content forming part of the Subscription Service except that Client may create links for sharing images and imaging studies consistent with the Documentation; and (k) use the Subscription Service, for purposes of benchmarking or other comparative analysis intended for publication without Butterfly's prior written consent.

6.6 Liability for Content. Client shall be responsible for, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Client Data, including any mistakes or inaccuracies contained in the Client Data, the use (or misuse or misappropriation) or subject matter of the Client Data, or Client Data while it resides in or is stored on Client Equipment. Client is solely responsible for uploading Client Data for storage in

accordance with the Documentation and for any loss of Client Data resulting from Client's failure to so upload as further described in Section 6.9.

6.7 Security of Account. Client agrees to maintain all security regarding its and its End Users' account ID, password, and connectivity, including its computer networks. If Client's or its End Users' account ID or password are stolen, or otherwise compromised, Client is obligated to immediately change the password and inform Butterfly of the compromise. Client shall be responsible, and under no circumstances will Butterfly or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any compromise of Client's and its End Users' access credentials, Client Equipment and/or computer networks.

6.8 Location of Use. Client agrees and acknowledges that all use of the Subscription Service and Devices by it and its End Users will occur in the United States.

6.9 Client Data Not Uploaded to Subscription Service. Client agrees and acknowledges that the Client must be logged into the Subscription Service in order to use the Device. All Client Data generated through use of the Device may be transferred to the Subscription Service or Client's internal system/network for storage and subsequent use, provided that if Client or End User logs out of the Subscription Service without selecting an option to upload such Client Data for storage and subsequent use purposes, the Client Data will be deleted and will be unrecoverable through use of the Subscription Service.

6.10 Security Requirements. Client agrees and acknowledges that it will: (a) establish and maintain industry standard information, physical and administrative security protocols, including virus protection, for all Client Equipment; (b) establish and maintain backup and disaster recovery plans for any Client Data not uploaded to the Subscription Service; and (c) prevent unauthorized access to the Subscription Service and Devices and interception of transmission of Client Data from the Device to the smartphone.

7. Hosted Security. Butterfly maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect Client Data and prevent unauthorized access in accordance with applicable Law.

8. Audit. During the Term of this Agreement and for a period of one (1) year thereafter, Butterfly shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless good cause exists) to conduct or have a third party auditor conduct an inspection of the compliance by Client (including any other persons or entities that are permitted to use or access the Services and Devices) of this Agreement. Client will, and shall cause its Affiliates, employees, subcontractors, agents, representatives and consultants, to cooperate in good faith with such audit activities. In the event that any such audit reveals an underpayment by the Client hereunder, and such underpayment is confirmed, Client shall promptly reimburse Butterfly for the amount of such underpayment. In the event an audit uncovers a breach of this Agreement, Client agrees to pay Butterfly the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor. Butterfly agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have the right to request electronic access to and the right to request electronic copies of any and all books, documents, papers and records of Butterfly which are directly pertinent to the services to be performed under this Agreement for the purposes of Client's downstream audits, examinations, excerpts, and transcriptions.

9. Representations and Warranties; Disclaimer of Warranties

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party as of the Effective Date that: (a) it has the full right, power and authority to enter into this Agreement,

to perform its obligations hereunder and (b) this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any material Law having jurisdiction over it.

9.2 Butterfly Representations and Warranties.

9.2.1. Butterfly warrants that the Subscription Service, when properly used for the purpose and in the manner specifically authorized by this Agreement and in accordance with the Documentation, will perform materially in accordance with the Documentation. The foregoing warranty shall be effective for so long as Client is a subscriber in good standing to the Subscription Service. The warranty in this Section 9.2.1 shall not apply to the Subscription Service to the extent that the Subscription Service has been modified by any party, other than Butterfly. Butterfly shall have no obligation to Client under the warranty, or otherwise, if: (a) the failure of the Subscription Service to meet the warranty or conform materially to the Documentation can be attributable to Client Equipment, third party software or hardware or Client Data or (b) the failure of the Subscription Service to meet the warranty or conform substantially to the Documentation can be attributable to causes that are not the responsibility of Butterfly.

9.2.2. Butterfly represents and warrants that any Professional Services will be performed by trained individuals in a professional and workperson-like manner.

9.2.3. Unless otherwise specified in the Budgetary Quotation, Butterfly warrants that for twelve (12) months from acceptance of the Device that: (a) the Device will be free from defects in title, material and workmanship under normal use and service and (b) the Device will perform substantially in accordance with the Documentation. Butterfly shall not have any obligation to Client hereunder if the warranty claim results from or arises out of: (i) the use of the Device in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Butterfly or recommended in writing by Butterfly or using or combining the Device with any item or data that does not properly and unambiguously exchange data with the Device in accordance with the Documentation; (ii) the use of the Device in a manner or environment, or for any purpose, for which Butterfly did not design or license it, or in violation of Butterfly's recommendations or instructions on use; (iii) any alteration, modification or enhancement of the Device by Client or any third party not authorized or approved in writing by Butterfly; (iv) any defect or deficiency (including failure to conform to Documentation) that results, in whole or in part, from any improper storage or handling, failure to maintain the Device in the manner described in the Documentation, inadequate back-up or virus protection or any cause external to the Device or beyond Butterfly's reasonable control, including, but not limited to, power failure and failure to keep the Device clean and free of dust, sand and other particles or debris; or (v) any use or maintenance, or any extraordinary use, repair or service of the Device, by anyone other than Butterfly or its authorized representatives. In addition, this warranty does not cover the Device to the extent it is used in any country other than the country to which Butterfly ships the Device.

9.2.4. Client will promptly notify Butterfly of any Device defect subject to the warranty in 9.2.3 above and return the Device as set forth herein at Butterfly's expense. Client will follow the cleaning and disinfection procedures set forth in the Documentation and any other instructions from Butterfly regarding Device return, and will package the Device in order to protect it from damage during return shipping. Upon receipt, Butterfly will promptly evaluate the Device. If Butterfly confirms that the Device is defective and

subject the warranty in 9.2.3, Butterfly will promptly replace the defective Device with either a new or refurbished Device. If Butterfly determines that the damage resulted from any of the causes set forth in 9.2.3 (i) – (v), Butterfly will so notify Client and Client will have the option of purchasing a replacement Device.

9.3 Exclusive Remedy. Butterfly's sole obligation and Client's sole remedy for breaches of the warranty in Section 9.2.1 and 9.2.3 is for Butterfly to use commercially reasonable efforts to provide services to correct the failure of the Subscription Service or Devices to operate in accordance with the Documentation. **THE FOREGOING REMEDY IS EXCLUSIVE, IS SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND SHALL BE CLIENT'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF BREACH OF WARRANTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

9.4 Client Representations and Warranties. Client represents and warrants that it will, and will ensure that its End Users, use the Services and Devices only in accordance with all applicable Laws (including but not limited to HIPAA).

9.5 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, BUTTERFLY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS, OR NON-INFRINGEMENT. BUTTERFLY DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE SERVICES SHALL BE UNINTERRUPTED, ERROR-FREE, OR THAT THE SERVICES OR DEVICES WILL PROVIDE ANY SPECIFIC RESULTS FOR CLIENT, OR PROVIDE ANY RESULTS AT ALL. FURTHER, CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE SERVICES MAY BE CONTINGENT ON THIRD PARTY PERFORMANCE AND BUTTERFLY CANNOT GUARANTEE AND IS NOT LIABLE FOR THE SAME. THE SERVICES AND DEVICES, AND DELIVERABLES, IF APPLICABLE, PROVIDED HEREUNDER ARE NOT INTENDED TO SUBSTITUTE FOR, OR TO REPLACE THE SKILL, KNOWLEDGE, AND EXPERIENCE OF CLIENT, END USER OR OTHER LICENSED PHYSICIANS OR OTHER CARE PROVIDERS. BUTTERFLY ASSUMES NO RESPONSIBILITY FOR PATIENT CARE AND IS NOT PROVIDING THE DEVICES OR ANY SERVICE HEREUNDER TO THE CLIENT AS A SUBSTITUTE OR REPLACEMENT FOR THE MEDICAL JUDGMENT OF THE CLIENT'S PHYSICIANS, END USERS OR OTHER CARE PROVIDERS. BUTTERFLY HAS NO, AND DISCLAIMS ANY RESPONSIBILITY WHATSOEVER FOR, AND CLIENT RELEASES BUTTERFLY FROM, ANY CLAIMS ARISING FROM OR RELATED TO THE CONDUCT OF THE CLIENT'S BUSINESS OR FOR ACTS OR OMISSIONS OF CLIENT AND END USERS IN THE PROVISION OF PATIENT CARE, AND THAT ANY RELIANCE UPON THE BUTTERFLY PROPERTY OR SERVICES HEREUNDER SHALL NOT DIMINISH THE CLIENT'S RESPONSIBILITY FOR PATIENT CARE.
Further, Butterfly does not and cannot control the performance of Internet or cellular services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Client's connections to the Internet or cellular service (or portions thereof). Although Butterfly will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Butterfly cannot guarantee that such events will not occur. BUTTERFLY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES WHICH ARE NOT BUTTERFLY'S SUBCONTRACTORS.

9.6 Warranties to Client Only. The warranties stated in this Section are made only to Client and Butterfly shall have no liability to any third party, including any End User, with respect to the Services or Devices as a result of the warranties contained herein.

10. Limitation of Liability

10.1 Liability Limitation. In no event shall either Party or Butterfly's third party suppliers have liability arising out of or pertaining to this agreement to the other Party or any other third party for any special, incidental, exemplary, consequential, punitive, or indirect damages of any kind based on any claim or legal theory, including but not limited to, damages for loss of data, lost opportunity, lost savings, lost profits, loss of use, business interruption or cost of substitute services or technology, even if informed of the possibility of any such damages in advance. Additionally, except for claims arising from gross negligence or willful misconduct, or either Party's indemnification obligations as set forth in section 11, neither Party's nor Butterfly's suppliers' or licensors' aggregate liability to the other Party and any affiliates and their respective officers, directors, employees, and End Users for any claims arising under this agreement or otherwise arising from the transactions contemplated herein and therein regardless of the form of action (including, but not limited to, actions for breach of contract, negligence, strict liability, rescission and breach of warranty) shall exceed the fees Client paid in the twelve (12) months preceding the event giving rise to the claim. Client hereby releases Butterfly from all obligations, liability, claims or demands in excess of this limitation. This limitation of liability shall apply to the maximum extent permitted by applicable LAWS AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. The indemnification obligations or limitations of liability set forth in this Agreement shall apply to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

10.2 Transmission of Data. Butterfly is not responsible for loss or alteration of Client Data in transmission (including in transmission from the Device to the smartphone and from the smartphone to the Subscription Service or Client's internal system/network), due to improper transmission by Client or an End User, or failure by Client, an End User or any third party to act on any communication transmission to or by Client or an End User through the Subscription Service or through use of a Device. Butterfly is not responsible for any Client Data generated through use of the Device but not uploaded to the Subscription Service.

11. Indemnity

11.1 Butterfly's Indemnification Obligations. Butterfly shall defend, indemnify, and hold harmless Client and its Affiliates, and their respective directors, officers, and employees against any and all actions, claims or assertions brought against them by a third party ("Claims"), that the Subscription Service or Devices, when used within the scope of and in accordance with this Agreement and the Documentation, infringes a United States patent or copyright and will pay resulting costs, damages, and attorney fees finally awarded. In the event that the Subscription Service and/or Device in the opinion of Butterfly, is likely to or does become the subject of a claim of infringement, Butterfly shall have the right at its sole option and expense to: (a) modify the Subscription Service and/or Device to be non-infringing provided that such modification does not fundamentally change the functionality of the Subscription Service and/or Device; (b) obtain for Client a license to continue using the Subscription Service and/or Device at no additional charge to Client; or (c) if neither (a) nor (b) are reasonably practicable, terminate the Agreement and refund to Client the pro rata portion of fees paid to Butterfly for such portion of the Subscription Service and/or Device thereof that cannot be utilized due to such infringement. The indemnification obligations or limitations of liability set forth in this Agreement shall apply to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

11.2 Butterfly shall have no liability under this Section 11 for any such claim based upon: (a) any component of software provided by Client or any third party; (b) any modification by a party other than Butterfly, unless such modification was at the direction of Butterfly; (c) the combination, operation or use of the Subscription Service and/or Device with a software program(s) or data not part of Subscription Service and/or Device if the claim would have been avoided had such combination, operation or use not occurred; (d) the Subscription Service and/or Device being used in a manner not authorized by this

Agreement; and (e) continued use of the Subscription Service and/or Device from the date of written notice wherein Butterfly informs Client that such continued use may lead to a claim. This Section 11.1 sets forth Butterfly's sole and exclusive obligation and liability, and Client's sole and exclusive remedy, for any infringement or misappropriation of intellectual property rights of any kind.

11.3 Client's Indemnification Obligations. Client shall indemnify and defend Butterfly and its Affiliates, licensors, and suppliers, and their respective directors, officers, shareholders, employees, contractors and agents from and against any and all Claims and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Losses"), arising from: (a) any gross negligence or willful misconduct by Client; (b) any failure by Client to procure appropriate consents or authorizations, including from patients; (c) any failure to comply with the End User Agreement attached hereto; (d) breach of Section 6 (Client Responsibilities); (e) Client's and its End Users' use or misuse of the Services and/or Devices; (f) Client Data (whether properly or improperly obtained and/or transmitted); (g) Client Equipment, including, without limitation, any failure or malfunction caused by the smartphone connected to the Device; (h) Client's and/or its End Users' failure to comply with any applicable Law to which it may be subject in the use of the Services; (i) the consequences of Client's or End Users' utilization of the Services and/or Devices in respect of any third party; and (j) any allegation that the Client Property infringes the Intellectual Property Rights of a third party. The indemnification obligations or limitations of liability set forth in this Agreement shall apply to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

11.4 Indemnification Procedure. The Party having the benefit of the indemnification obligation under this Section 11 (the "Indemnitee") shall: (a) give the Party having the indemnification obligation (the "Indemnitor") prompt notice of any claim; (b) allow the Indemnitor to have sole control over the defense and settlement of the claim, provided, however, that the Indemnitee shall have the option, at its sole discretion, to participate in the defense of any such claim using attorneys selected by it, the costs and expenses of which shall be the responsibility of Indemnitee; and (c) provide all assistance reasonably requested by Indemnitor, at Indemnitor's expense, in the defense and settlement of the claim. The Indemnitor will not consent to the entry of any judgment or enter into any settlement with respect to a Claim without the Indemnitee's prior written consent (not to be unreasonably withheld or delayed) unless: (i) the judgment or proposed settlement involves only the payment of monetary damages by the Indemnitor, and does not impose injunctive or other equitable relief upon or otherwise adversely affect the Indemnitee; (ii) there are no additional Claims pending against the Indemnitee, and no adverse impact on existing Claims, as a result of the judgment or proposed settlement; and (iii) the Indemnitee will have no liability with respect to such judgment or proposed settlement and will not otherwise be materially and adversely affected by the terms of such settlement.

11.5 No Waiver of Sovereign Immunity. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity or power of the Client, the Williamson County Commissioners Court, or the Williamson County Judge.

12. Confidentiality. "Confidential Information" means any confidential and proprietary information related to a Party's business belonging to one Party ("Discloser"), and disclosed to the other Party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including information concerning research, development, design details and specifications (including beta versions of functionality), financial information, procurement requirements, engineering and manufacturing information, customer lists, business forecasts, sales information and marketing plans, internal business processes, product designs, the terms and conditions of this Agreement (including pricing and other terms reflected in Exhibits hereto or other order forms), and any additional information that any End User or other third party has disclosed to Discloser in confidence and that Discloser is permitted to disclose to Recipient under the terms and conditions of this Agreement. Any information related to the Services, Devices or other

Butterfly Property shall be deemed to be the Confidential Information of Butterfly, and any Client Data shall be deemed to be the Confidential Information of Client. Recipient shall only use Confidential Information of the Discloser for the purposes of this Agreement and shall keep such information in strict confidence. Recipient shall restrict disclosure of Confidential Information solely to its employees, attorneys, accountants, contractors and other representatives with a need to know, not disclose it to any third parties, except End Users as permitted hereunder, and use no less than reasonable care in its obligations. Except as expressly set forth elsewhere in this Agreement, all Confidential Information shall remain the property of the respective Discloser. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received form a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient. Notwithstanding the above, the Recipient will not be in violation of this Section 12 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Discloser with prompt written notice of such disclosure where reasonably possible in order to permit the Discloser to seek confidential treatment of such information.

13. Governing Law. This Agreement shall be governed by the laws of the state of Delaware, without giving effect to any conflict of law principles. The Parties hereby waive any objection to the exclusive jurisdiction and venue of the state and federal courts in Delaware.

14. Term and Termination

14.1 Term. The Agreement shall commence on the Effective Date and shall continue in effect for the term specified in the Budgetary Quotation (the "Initial Term"). Following the Initial Term, the Agreement will automatically renew for subsequent terms of the same length as the Initial Term, and in any event, at least twelve (12) months, (each, a "Renewal Term"). Either Party may terminate this Agreement by giving written notice of non-renewal within sixty (60) days prior to the end of the Initial Term or Renewal Term as applicable.

14.2 Termination for Breach. This Agreement may be terminated by either Party for material breach if such breach has not been cured by the other Party within thirty (30) days' receipt of written notice of such breach by such other Party. If the Agreement is terminated by Butterfly as a result of a material breach by Client, Client shall remain liable for the payment for the entire Subscription Service Fee, as applicable, for the then current Term, as the case may be, and any unpaid amounts still due and owing for Devices.

14.3 Suspension. Butterfly may suspend the provision of the Subscription Service to Client under this Agreement effective immediately upon notice if: (a) Client fails to pay any portion of the fees due under the Budgetary Quotation within thirty (30) days after receiving written notice from Butterfly that payment is past due; (b) if Client or an End User breaches Section 6 (Client Responsibilities); or (c) if Client's or an End User's use of the Subscription Service: (i) poses a security risk to the Services or any other third party or (ii) may adversely impact Butterfly's systems, networks, any Butterfly Property or the data of any other Butterfly client. During any such suspension, or in the event that the Subscription Service is unavailable for any reason, Client is solely responsible for continuity of patient care, including, identifying alternate means of accessing diagnostic images, imaging studies and Patient Data.

14.4 Effects of Termination. All subscriptions extend for a mandatory minimum period of one (1) year. Users choosing to discontinue after this first year will maintain the ability to scan with the Butterfly iQ and access their existing studies in the cloud but will no longer be able to archive new studies. Upon expiration or termination of this Agreement under this Section 14, Butterfly shall immediately terminate Client and any End Users' ability to archive new studies. In accordance with the Business Associate

Agreement executed between the parties, upon client's request, Butterfly will return or destroy using a non-recoverable method, Client Data, excluding Anonymized Data. Butterfly will be permitted to retain Client's Confidential Information if such retention is strictly necessary to meet Butterfly's legal compliance obligations, is done pursuant to Butterfly's records management program, and is limited to the minimum Client Confidential Information and minimum retention period needed to meet these obligations. Client shall immediately pay to Butterfly all amounts due and payable prior to the date of such expiration or termination and, except in the event of termination by Client due to breach by Butterfly, all unpaid Subscription Fees that would become due under the then-current Subscription period if such termination did not occur.

14.5 Survival. Sections 2 (Fees and Payment), 3 (Data Privacy), 4 (Ownership), 6.6 (Liability for Content), 6.7 (Security of Account), 8 (Audit), 9.3 (Exclusive Remedy), 9.5 (Disclaimer of Warranties), 9.6 (Warranties to Client Only), 10 (Limitation of Liability), 11 (Indemnity), 12 (Confidentiality), 13 (Governing Law), 14 (Term and Termination), 15.4 (Entire Agreement), 15.5 (Notices), 15.8 (Severability), 15.9 (Waiver; Modification), and 15.10 (Counterparts).

15. General

15.1 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between the Parties.

15.2 Insurance. The Parties, at their own expense, shall procure and maintain policies of insurance required by Law and at such levels as are appropriate and customary for each industry, and the scope of activities and operations and a Party's obligations hereunder. Upon reasonable request, each Party shall furnish to the other a Certificate of Insurance evidencing such coverage.

15.3 Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld; provided however, Butterfly may freely assign this Agreement without the consent of the other Party, in whole or in part, in connection with a merger, consolidation, reorganization or transfer of all or substantially all of Butterfly's assets or stock to a successor. Any attempted assignment in violation of this Section 15.3 shall be void. This Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

15.4 Entire Agreement. This Agreement as executed by the Parties constitutes the complete and exclusive agreement and understanding between the Parties and terminates and supersedes any prior agreement or understanding relating to the subject matter hereof between Butterfly and Client. None of the provisions of this Agreement can be waived or modified except in a writing signed by both Parties. There are no representations, discussions, proposals, promises, agreements, warranties, covenants or undertakings, whether oral or written, other than those contained herein.

15.5 Notices. Notices must be in writing; delivered: (a) personally; (b) by certified mail return receipt requested; (c) by facsimile transmission with a confirming copy sent the same day by first class mail; or (d) by a nationally recognized overnight courier service; and addressed to the addresses set forth above. Each notice shall be deemed given upon receipt of such notice by the other Party. All notices shall be sent to the Parties at the following addresses.

To Butterfly:

Butterfly Network, Inc.
1600 District Ave.
Burlington, MA 01803

To Client:

Williamson County EMS System
3189 SE Innerloop, Ste. A
Georgetown, TX 78626

15.6 Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, internet or telecommunications failures, cyberattacks or any act or failure to act by the other Party, its employees, agents or contractors. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

15.7 Publicity. Butterfly may issue one (1) press release within thirty (30) days of the Effective Date of this Agreement announcing the existence of this Agreement and generally describing the terms hereof or as otherwise mutually agreed by the Parties. During the Term of this Agreement, Butterfly may use Client's name and logo on the Butterfly web site and in Butterfly's collateral marketing materials, provided that Client has approved in writing the form of any such use, such approval not to be unreasonably withheld.

15.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under Applicable Laws, the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as closely as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be excluded from this Agreement; (b) the balance of the Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

15.9 Waiver; Modification. If a Party waives any term or provision or the other Party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by the Party against whom such waiver is asserted. No waiver by a Party of a breach of this Agreement by the other Party shall constitute a waiver of any other or subsequent breach by such other Party. This Agreement may be modified only if authorized representatives of both Parties consent in writing.

15.10 Counterparts. This Agreement may be executed in counterparts.

BFLY Operations, Inc.	**The Williamson County EMS System**
By: DocuSigned by: Heather Getz A8C0DEC9867E46E...	By:
Name: Heather Getz	Name:
Title: EVP, Chief Financial & Operations Officer	Title:

Date: 12/14/2024

Date:

Exhibit A

End User License Agreement

The Butterfly platform (Butterfly iQ) is a cloud-based ultrasound image acquisition and sharing platform for patient care, research, education or other authorized use. The examination and associated patient information that you will store, send, and/or receive through Butterfly iQ will be transferred and stored in accordance with HIPAA standards. By clicking the accept button, you acknowledge and agree to the following:

- You have the authority and the right to use the login credentials that you are using, and to access, use, transmit, and share the imaging examination and protected health information (PHI) of the associated patients.
- You will not share your login credentials or otherwise permit unauthorized individuals to access Butterfly iQ.
- You are a licensed physician in good standing or otherwise qualified to use Butterfly iQ.
- You have obtained any required consents, authorizations, or other permissions necessary to share the image and associated patient information and have otherwise taken steps to ensure that the transmission complies with applicable law.
- You are not purporting to be anyone other than yourself (or a person for whom you have legal authority to act).
- You are adhering to all international, national and/or state laws/regulations that govern the exam and associated PHI.
- You will only use Butterfly iQ in accordance with this Agreement and the Device labeling.
- You are sharing this imaging examination and associated PHI for purposes of research, education or continuity of care and not for any illegal or malicious purpose.
- You will only transfer Protected Health Information (PHI) from the Butterfly Cloud using an encrypted connection.
- Butterfly is not the intended recipient of any imaging examination, rather, Butterfly, provides a platform for the storage and transfer of imaging examinations from one health care provider to another.
- Butterfly is not a healthcare provider and is not responsible for the medical care or treatment of any patient.
- Butterfly, will not be responsible for the content, results, diagnoses (or lack thereof) in the data provided and/or transmitted and will not review, verify, or provide any opinion or consultation regarding same.
- You agree to hold Butterfly harmless from any costs or damages arising from your use, misuse or reliance on this system, except to the extent that such costs or damages are caused by Butterfly's gross negligence or intentional misconduct.

Exhibit B

Device Description

Butterfly iQ is a general-purpose diagnostic ultrasound imaging system for use by a qualified and trained healthcare professional enabling diagnostic imaging and measurement of anatomical structures and fluid.

Butterfly iQ is indicated for use by qualified and trained healthcare professionals to enable diagnostic ultrasound imaging and measurement of anatomical structures and fluids of adult and pediatric patients for clinical applications, including the following:

- Peripheral Vessel (including carotid and arterial studies)
- Procedural Guidance
- Small Organs (including thyroid)
- Cardiac
- Abdominal
- Urology
- Fetal/Obstetric
- Gynecological
- Musculoskeletal (conventional)
- Musculoskeletal (superficial)

The product can be used in a variety of settings such as clinics, hospitals, and clinical point of care centers for M-mode, B-mode, and Color Doppler functions.

Confidential Quotation

BFLY Operations Inc. DBA Butterfly Network
1600 District Avenue
Burlington, MA 01803
United States

Please send all completed Order Forms and POs to
your Butterfly Representative:
Laura Yeradi
lyeradi@butterflynetinc.com

Quote #: [redacted]
Date: 8/13/2024, 1:13 PM
Expires On: 11/30/2024
Delivery:
Terms: Net 30
CIP
Billing: Single Payment

Primary Contact
[redacted]

Ship To
The Williamson County EMS System
3189 SE Inner Loop Ste A
Georgetown, TX 78626
US

Bill To
The Williamson County EMS System
The Williamson County EMS System
3189 SE Inner Loop Ste A
Gerogetown, TX 78626
US

Product ship date and subscription start dates are to be determined. Once fully executed, this Price Quotation will be bound by the Master Terms & Conditions.

Butterfly iQ is compatible with select Apple and Android devices and at this time, iQ Vet is only compatible with Apple devices. To avoid additional charges, please visit https://butterflynetwork.com/specs to check device compatibility prior to purchase.

Please note that due to hardware requirements, Butterfly TeleGuidance and iQ+ Care are only available on select devices. To view the list of devices compatible, please visit https://butterflynetwork.com/specs.

PRODUCT #	QTY	PRODUCT NAME	DESCRIPTION	LIST UNIT PRICE	NET UNIT PRICE	NET TOTAL
BUNDLE-IQ3-A-TRDIN	5	Butterfly Trade-in Program	Terms: The Butterfly Trade-in Program enables the buyer to receive value toward purchasing a new iQ3 with a three year warranty, conditional upon the following terms. For iQ+ trade-ins, in order to qualify for the Trade-in Program, the buyer must send back the device(s) being traded in within 90 days of receiving the return shipping label from Butterfly Network. Failure to return your iQ+ device(s) within the 90 days will result in the trade-in value being charged to your account. For iQ trade-ins, in order to qualify for the Trade-in Program, the buyer acknowledges that Butterfly Network will remotely deactivate the buyer's iQ device(s) 30 days after purchase of an iQ3. Butterfly Network will reach out with instructions for safe disposal of the iQ device(s). Any remaining warranties on iQ/iQ+ devices included in the Trade-in Program will expire once the quote is exercised and are non-transferable and non-refundable.	USD 3,899.00	USD 2,799.00	USD 13,995.00

Quote Subtotal:	USD 13,995.00
* Shipping & Handling:	USD 125.00
* Estimated Sales Tax:	
Quote Total:	USD 14,120.00

Butterfly™

Confidential Quotation

BFLY Operations Inc. DBA Butterfly Network
1600 District Avenue
Burlington, MA 01803
United States

Please send all completed Order Forms and POs to
your Butterfly Representative:
Laura Yeradi
lyeradi@butterflynetinc.com

Quote #:	[redacted]
Date:	8/13/2024, 1:13 PM
Expires On:	11/30/2024
Delivery:	
Terms:	Net 30 CIP
Billing:	Single Payment

Payment via Check
Butterfly Network, Inc.
P.O. Box 7410211
Chicago, IL 60674
United States
Reference: Please include your Quote number: Q-269280

Quote Acceptance

By signing this Quote, I hereby agree to the Master Terms and Conditions located at https://store.butterflynetwork.com/terms-of-service/2020-05-13-US.html.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ _____

* Shipping & handling as well as any applicable sales taxes are the responsibility of the ordering party. Applicable sales taxes are based on the tax rates in effect for your state on the date of shipment and will be reflected on your invoice. Tax exempt customers, please indicate your tax exempt status in the signature block of this quotation.

THANK YOU FOR HELPING TO DEMOCRATIZE ULTRASOUND!
Questions? Please contact: Laura Yeradi at lyeradi@butterflynetinc.com

Signature: DocuSigned by: Heather Getz A8C0DEC9867E46E... **Date:** 10/4/2024

Name (Print): Heather Getz

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:
2024-1252509

Date Filed:
12/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Bfly Operations, Inc
Burlington, MA 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 EMS

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.
202592
EMS Butterfly Ultrasound Updates

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Galveston County	n/a, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Nathan Daynes, 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 Franklin County, State of OH, on the 30 day of 12 (month), 20 24 (year).

Nathan Daynes

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:
2024-1252509

Date Filed:
12/30/2024

Date Acknowledged:
12/30/2024

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

Bfly Operations, Inc
Burlington, MA 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 EMS

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.

202592
EMS Butterfly Ultrasound Updates

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Galveston County	n/a, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **25.**

Meeting Date: 01/07/2025

Authorize Issuing Advertisement for IFB #25IFB19 for Animal Shelter Pharmaceuticals and Clinic Supplies for the Williamson County Regional Animal Shelter

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed solicitations for Animal Shelter Pharmaceuticals and Clinic Supplies, under IFB #25IFB19.

Background

Williamson County Regional Animal Shelter is seeking solicitations from qualified vendors to provide veterinary pharmaceuticals and clinic supplies. The expenditure will be charged to 01.0545.0545.003200 and 01.0545.0545.004975 as per the FY25 budget. Origination #1806. Department contact is Linda Gunter.

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	01/01/2025 12:43 PM
Form Started By: Sandra Malcolm		Started On: 12/20/2024 03:16 PM
Final Approval Date: 01/01/2025		

Commissioners Court - Regular Session **26.**

Meeting Date: 01/07/2025

Approval of Services and Purchase Contract through Contract #202590 for a Windscreen at Williamson County Expo Center with ShadePro, LLC for Parks and Recreation.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #202590 with ShadePro, LLC for a Windscreen at Williamson County Expo Center for Parks and Recreation, in the amount of $9,000.00 and authorize execution of the agreement.

Background

This Services and Purchase Contract #202590, attached, between Williamson County and ShadePro, LLC for a Windscreen at Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, TX 76574. Origination ID #1655. Funding Source is 01.0100.3106.004510 and the Point of Contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract 202590 ShadePro LLC

Form 1295 ShadePro

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 10:31 AM
Form Started By: Vickie Johnson		Started On: 12/30/2024 11:34 AM
Final Approval Date: 01/02/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
ShadePro, L.L.C.
(Proposal dated November 20, 2024)

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 AND PURCHASE 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 **ShadePro, L.L.C.** (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 and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Proposal dated November 20, 2024** 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.

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

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

II.

Goods: Service Provider shall provide County the goods described in the attached

Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

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

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Nine Thousand Dollars ($9,000.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

V.

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	$1,000,000	$1,000,000 (*including premises, completed operations 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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

X.

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.

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.

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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____,20__

SERVICE PROVIDER:

ShadePro, L.L.C.
Name of Service Provider

_____
Authorized Signature

Tyler Arnold
Printed Name

EXHIBIT A

ShadePro, L.L.C

8690 FM 306
New Braunfels TX 78132
210-651-1041 Phone
830-221-8141 Cell

ShadePro
PERMANENT SHADE STRUCTURES
www.ShadePro.com

Proposal

Date: November 20, 2024
Quote good for 45 days.

Tyler@ShadePro.com

Billing Address:

Company:	Williamson County Expo Center
Contact:	Jason Brown
Address:	219 Perry Mayfield
City/State/Zip:	Leander, TX 78641
Phone:	512-352-4118
Mobile Phone:	512-238-2101 Ext 44118
E-mail:	jason.brown@wilco.org

Installation Address:

Company:	Expo Center Repair
Contact:	Jason Brown
Address:	5350 Bill Pickett Trail
City/State/Zip:	Taylor, TX 76574
Phone:	512-352-4118
Mobile Phone:	512-238-2101 Ext 44118
E-mail:	jason.brown@wilco.org

Qty	Size	Hgt	Structure Type	Style	Netting	Frame Color	Unit Price	Total
1	13'x28'		Windscreen					$ 9,000.00
								$ -
								$ -
								$ -
								$ -
								$ -

Texas Stamped Engineer Drawings $1495.00 (Optional)	N/A
Private Utility Locate Services / HydroVac Services $795.00 (Optional)	N/A
Premium Industrial Coating Steel Finish $1295.00 Per Unit (Optional)	N/A

Includes Delivery & Installation

Sub Total	$ 9,000.00
Sales Tax	Exempt
Total	$ 9,000.00
Amount Due Now	PO
Upon Completion	$ 9,000.00

Method of Payment

☐ Check Number: _____ Amount Collected: _____

☐ Credit Card Number: _____ Exp Date: _____

Name on Card: _____ Security Code: _____

When a check is provided as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Privacy Act Statement required by 5 U.S.C. 552a(e)(3) as governed by the rules of the NACHA. If you wish to opt out of check conversion notify us on this document and return with payment.

Tyler Arnold 830-221-8141
ShadePro Representative

(X) _____
Purchase Order #

November 20, 2024
Date

_____
Date on PO

ShadePro, L.L.C., 8690 FM 306 New Braunfels TX 78132 (the "company") hereby agrees as follows:

1. **Service.** The company will provide freight, labor, and materials to the property located at the installation address in accordance to the terms and conditions of this agreement.

2. **Warranty.** During the term of the warranty, the Company will provide service to the customer when deemed necessary, provided that the Customer's account with the Company is current and/or paid in full. The limited warranty stated in this section is given in lieu of any other guarantee or warranty, whether expressed or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

3. **Terms.**

Refer to terms of issued Purchase Order Approved by Tyler Arnold - ShadePro LLC

4. **Access to property.** Customer hereby grants the Company's service technicians and installation crew's access to the property for the purpose of a complete installation. If the customer is unavailable to provide an installer access to the property at any certain time, the customer must notify the company upon signing of the contract.

5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer. It is the customer's responsibility to contact 811, call before you dig services 48 hours prior to installation.

6. **Manufacturer's Warranty.** Warranty will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Warranty covers Commercial 95 Shade netting failure due to Ultraviolet deterioration, and faulty workmanship for a period of ten years. Not covered are rips and tears caused by means other than faulty workmanship. Shade netting is not warranted against contact with chemicals, caustic materials, open flames, or any other heat source. ShadePro is not responsible for errors or damage in installation or modification by non ShadePro approved installers and the warranty will become void. The warranty will become void if installed on frames other than those manufactured by ShadePro. Steel frames are covered for a period of twenty years against failure due to corrosion or faulty workmanship. ShadePro does not warranty against surface rust, however the frame is guaranteed not to fail due to corrosion or rust on the frame. Hardware, fittings, and cable are warranted for one year. Powder Coated (PC) steel finish is warranted for one year. Industial Coating (IC) steel finish is warranted for two years.

7. **Adverse weather conditions and natural disasters.** Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as hurricanes, earthquakes, blizzards, shifts of terrain, micro/macros burst, or tornados in general vicinity. The installation warranty will be considered void if a ShadePro product is installed within the boundaries of a flood plane or failure due to saturated terrain or floods. If the structure is installed in an area exposed to hurricanes, remove shade netting and roof structure when a hurricane warning is issued. The fixed posts will normally withstand hurricane force winds if installed by a ShadePro trained installer.

8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.

9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

Purchase Order Will Be Accepted

ShadePro
Permanent Shade Structures

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:
2024-1251526

Date Filed:
12/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SHADEPRO LLC
NEW BRAUNFELS, 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.
202590
Screen for East Side Main Arena

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 **Jenifer Harris**, 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 **Comal** County, State of **Texas**, on the **20th** day of **Dec** (month), 20**24** (year).

Jenifer A. Harris
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:
2024-1251526

Date Filed:
12/20/2024

Date Acknowledged:
12/30/2024

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

SHADEPRO LLC
NEW BRAUNFELS, 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.

202590
Screen for East Side Main Arena

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 **27.**

Meeting Date: 01/07/2025

Approval of Services and Purchase Contract through Contract #202591 for Windscreen at the Williamson County Expo Center with ShadePro, LLC through the Taylor Rodeo Association Damage Repair (Insurance) for Parks and Recreation.

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #202591 with ShadePro, LLC, for a Windscreen, pursuant to BuyBoard Contract #679-22 at the Williamson County Expo Center through the Taylor Rodeo Association Damage Repair (Insurance) for Parks and Recreation in the amount of $12,500.00 and authorize execution of this agreement.

Background

This Services and Purchase Contract #202590 attached between Williamson County and ShadePro, LLC for Windscreen Replacement through BuyBoard Contract # 679-22 at the Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, TX 76574. Origination ID #1721. Funding Source is 01.0100.3106.004510 and the Taylor Rodeo Association Damage Repair (Insurance) and the Point of Contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Purchase Contract 202591 ShadePro LLC

Form 1295 ShadePro

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 10:56 AM
Form Started By: Vickie Johnson		Started On: 12/30/2024 11:47 AM
Final Approval Date: 01/02/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
ShadePro, L.L.C.
(Proposal dated December 03, 2024)

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 AND PURCHASE 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 **ShadePro, L.L.C.** (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 and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Proposal dated December 03, 2024** 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.

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

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

II.

Goods: Service Provider shall provide County the goods described in the attached

Quote being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

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

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"**. The not-to-exceed amount under this Contract is Twelve Thousand Five Hundred Dollars ($12,500.00). Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

V.

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	$1,000,000	$1,000,000 (*including premises, completed operations 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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

X.

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.

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.

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.

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Bill Gravell, Jr.
County Judge

Date: _____,20__

SERVICE PROVIDER:

ShadePro, L.L.C.
Name of Service Provider

_____
Authorized Signature

Tyler Arnold
Printed Name

EXHIBIT A

ShadePro, L.L.C

8690 FM 306
New Braunfels TX 78132
210-651-1041 Phone
830-221-8141 Cell

ShadePro
PERMANENT SHADE STRUCTURES

www.ShadePro.com

Proposal

Date: December 3, 2024

Quote good for 45 days.

Tyler@ShadePro.com

Billing Address:

Company:	Williamson County Expo Center
Contact:	Jason Brown
Address:	219 Perry Mayfield
City/State/Zip:	Leander, TX 78641
Phone:	512-352-4118
Mobile Phone:	512-238-2101 Ext 44118
E-mail:	jason.brown@wilco.org

Installation Address:

Company:	Taylor Rodeo Assoc. Damage Repair
Contact:	Jason Brown
Address:	5350 Bill Pickett Trail
City/State/Zip:	Taylor, TX 76574
Phone:	512-352-4118
Mobile Phone:	512-238-2101 Ext 44118
E-mail:	jason.brown@wilco.org

Qty	Size	Hgt	Structure Type	Style	Netting	Frame Color	Unit Price	Total
1	14'x29'		Windscreen					$ 12,500.00
								$ -
								$ -
								$ -
								$ -
			Includes Delivery & Installation					$ -

Texas Stamped Engineer Drawings $1495.00 (Optional)	N/A
Private Utility Locate Services / HydroVac Services $795.00 (Optional)	N/A
Premium Industrial Coating Steel Finish $1295.00 Per Unit (Optional)	N/A

ShadePro BuyBoard Contract #679-22

Sub Total	$ 12,500.00
Sales Tax	Exempt
Total	$ 12,500.00
Amount Due Now	PO
Upon Completion	$ 12,500.00

Method of Payment

☐ Check Number: _____ Amount Collected: _____

☐ Credit Card Number: _____ Exp Date: _____

Name on Card: _____ Security Code: _____

When a check is provided as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Privacy Act Statement required by 5 U.S.C. 552a(e)(3) as governed by the rules of the NACHA. If you wish to opt out of check conversion notify us on this document and return with payment.

Tyler Arnold 830-221-8141
ShadePro Representative

X _____
Purchase Order #

December 3, 2024
Date

_____
Date on PO

ShadePro, L.L.C., 8690 FM 306 New Braunfels TX 78132 (the "company") hereby agrees as follows:

1. **Service.** The company will provide freight, labor, and materials to the property located at the installation address in accordance to the terms and conditions of this agreement.

2. **Warranty.** During the term of the warranty, the Company will provide service to the customer when deemed necessary, provided that the Customer's account with the Company is current and/or paid in full. The limited warranty stated in this section is given in lieu of any other guarantee or warranty, whether expressed or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

3. **Terms.**

Refer to terms of issued Purchase Order Approved by Tyler Arnold - ShadePro LLC

4. **Access to property.** Customer hereby grants the Company's service technicians and installation crew's access to the property for the purpose of a complete installation. If the customer is unavailable to provide an installer access to the property at any certain time, the customer must notify the company upon signing of the contract.

5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer. It is the customer's responsibility to contact 811, call before you dig services 48 hours prior to installation.

6. **Manufacturer's Warranty.** Warranty will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Warranty covers Commercial 95 Shade netting failure due to Ultraviolet deterioration, and faulty workmanship for a period of ten years. Not covered are rips and tears caused by means other than faulty workmanship. Shade netting is not warranted against contact with chemicals, caustic materials, open flames, or any other heat source. ShadePro is not responsible for errors or damage in installation or modification by non ShadePro approved installers and the warranty will become void. The warranty will become void if installed on frames other than those manufactured by ShadePro. Steel frames are covered for a period of twenty years against failure due to corrosion or faulty workmanship. ShadePro does not warranty against surface rust, however the frame is guaranteed not to fail due to corrosion or rust on the frame. Hardware, fittings, and cable are warranted for one year. Powder Coated (PC) steel finish is warranted for one year. Industial Coating (IC) steel finish is warranted for two years.

7. **Adverse weather conditions and natural disasters.** Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as hurricanes, earthquakes, blizzards, shifts of terrain, micro/macros burst, or tornados in general vicinity. The installation warranty will be considered void if a ShadePro product is installed within the boundaries of a flood plane or failure due to saturated terrain or floods. If the structure is installed in an area exposed to hurricanes, remove shade netting and roof structure when a hurricane warning is issued. The fixed posts will normally withstand hurricane force winds if installed by a ShadePro trained installer.

8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.

9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

Purchase Order Will Be Accepted

ShadePro
Permanent Shade Structures

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:
2024-1251529

Date Filed:
12/20/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SHADEPRO LLC
NEW BRAUNFELS, 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.
202591
Screen Replacement (Insurance Claim)

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 Jenifer Harris, 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 Comal County, State of Texas, on the 20th day of Dec (month), 2024 (year).

Jenifer A. Harris
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:
2024-1251529

Date Filed:
12/20/2024

Date Acknowledged:
12/30/2024

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

SHADEPRO LLC
NEW BRAUNFELS, 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.

202591
Screen Replacement (Insurance Claim)

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: 01/07/2025

Approval of Award of RFSQ #24RFSQ53 Design and Engineering Services Agreement for North Campus Facility (NCF) Impound Awning with Parkhill, Smith, & Cooper, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Parkhill, Smith, & Cooper, Inc., for the Williamson County North Campus Facility (NCF) Impound Awning for covered parking, in the amount of One Thousand Dollars ($1,000.00) and authorize execution of the agreement.

Background

Parkhill, Smith, & Cooper, Inc. is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Parkhill, Smith, & Cooper, Inc.,is being recommended for this project following a project specific evaluation of the firms from the pool. Parkhill, Smith, & Cooper, Inc received the highest score for this project. This Agreement for Design Services between Williamson County and Parkhill, Smith, & Cooper, Inc. is for the Williamson County Impound NCF Awning, 3181 SE Inner Loop, Georgetown, TX, to create covered parking. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1079.004100 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Parkhill, Smith, & Cooper redacted

Form 1295 Parkhill Smith & Cooper Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:13 PM
Form Started By: Johnny Grimaldo		Started On: 12/12/2024 08:43 AM
Final Approval Date: 01/02/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **NCF Impound Awning** ("Project")

ARCHITECT/ ENGINEER: **Parkhill, Smith & Cooper, Inc.** ("A/E")
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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

WHEREAS, County intends to **design covered parking at NCF Impound**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Thousand Dollars ($1000.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Ten Dollars ($ 10.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

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

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities Department
Attn: Director of Facilities
23101 SE Inner Loop
Georgetown, Texas 78626

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

A/E's Designated Representative for purposes of this Agreement is as follows:

Parkhill, Smith & Cooper, Inc.
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an

individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E: Parkhill, Smith & Cooper, Inc.
11902 Burnet Road, Suite 100
Austin, TX 78758

Attention: Jamie Zavodny
Principal

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

ARTICLE 11
PROGRESS EVALUATION

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

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

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

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

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

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES

ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

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

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

25.6 Certification of Coverage.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-**

four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.9.2

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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

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

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

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.
Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure

to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

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

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

A/E:
Parkhill, Smith & Cooper, Inc.

By: Jamie Zavodny
Signature

Jamie Zavodny
Printed Name

Principal-in-Charge
Title

Date Signed: 11/22/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Williamson County Impound
3181 SE Inner Loop
Georgetown, TX 78626
4100.1079

A/E to provide an opinion of probably cost and layout of covered parking at Williamson County Warehouse and Impound.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:			**$ 1,000**	100%
100%	**Parkhill, Smith & Cooper, Inc.**		**$ 1,000**	
0%	**N/A**		**$ -**	
Phase I - SCHEMATIC DESIGN			**$ 1,000**	100%
	Parkhill, Smith & Cooper, Inc.		$ 1,000	
	N/A		$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Fourty-Five **(45) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**11/26/24**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	12/11/24
30% Plans, Specifications and Estimate deliverables	01/10/25

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

Parkhill, Smith & Cooper, Inc.

Jamie Zavodny
Signature of Certifying Official

Jamie Zavodny
Printed Name of Certifying Official

Principal-in-Charge
Title of Certifying Official

11/20/2024
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 Jamie Zavodny (Signatory Name) the Principal-in-Charge (Signatory Title) of Parkhill (Entity Name), on behalf of said firm.

MIKAELA ELKERTON
Notary Public, State of Texas
Comm. Expires 12-07-2026
Notary ID 134094834

Notary Public in and for the
State of Texas

My commission expires: 12/7/26

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1241568

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.
Parkhill
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
4100.1079
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Finley, David	Frisco , TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Edwards, Zane	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel "Dan" S. Hart, FAIA, PE, and my date of birth is 11/12/1967.

My address is 11902 Burnet Rd. Ste 100 (street), Austin (city), TX (state), 78758 (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 20 day of November (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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.

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:
2024-1241568

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.
Parkhill
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
4100.1079
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Finley, David	Frisco , TX United States	X	
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Ramirez, Mike	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Edwards, Zane	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel "Dan" S. Hart, FAIA, PE, and my date of birth is [redacted].

My address is [redacted]0, [redacted], TX, 78758, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 20 day of November, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1241568

Date Filed:
11/20/2024

Date Acknowledged:
12/12/2024

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

Parkhill
Austin, TX United States

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Williamson County Facilities Department

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4100.1079
Design and Engineering Services

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		Controlling	Intermediary
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Nelson, Scott	Frisco, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Edwards, Zane	Lubbock, 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 **29.**

Meeting Date: 01/07/2025

Authorize Issuing advertisement for RFP #25RFP20 for Refrigeration Appliance Repairs and Maintenance Services for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, 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 Refrigeration Appliance Repairs and Maintenance Services under RFP #25RFP20.

Background

Williamson County is seeking written responses from qualified vendors to provide Refrigeration Appliance Repairs and Maintenance Services. The funding will be from various sources as needed. The Origination ID No. is 1689 and the point of contact is Dale Butler.

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	01/02/2025 10:10 AM
Form Started By: Vickie Johnson		Started On: 12/30/2024 07:53 AM
Final Approval Date: 01/02/2025		

Commissioners Court - Regular Session **30.**

Meeting Date: 01/07/2025

Authorize Issuing Advertisement for RFCSP #25RFCSP17 General Contractor for Emergency Services Operation Center (ESOC) DATA Center Computer Room Air Conditioning (CRAC) Unit for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses from a General Contractor for the Emergency Services Operation Center (ESOC) Center Computer Room Air Conditioning (CRAC) Unit, under RFCSP #25RFCSP17. Funding source is P#609.

Background

Pursuant to Chapter 2269 Subchapter D of the Texas Government Code, Williamson County (County) is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for Emergency Service Operations Center (ESOC) Data Center, Computer Room Air Conditioning (CRAC) Unit. Construction Estimated Budgeted amount: $775,000.00, Origination ID# 1724. The funding source is P609 and the point of contact is Gretchen Glenn.

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	01/01/2025 04:16 PM
Form Started By: Johnny Grimaldo		Started On: 12/26/2024 12:32 PM
Final Approval Date: 01/01/2025		

Commissioners Court - Regular Session **31.**

Meeting Date: 01/07/2025

Approval of Award of RFSQ #24RFSQ53 Design and Engineering Services Agreement for Facilities Warehouse Improvements with Parkhill, Smith, & Cooper, Inc. for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Parkhill, Smith, & Cooper, Inc., for Facilities Warehouse Improvements, in the amount of One Thousand Dollars ($1,000.00) and authorize execution of the agreement.

Background

Parkhill, Smith & Cooper, Inc. is recommended for award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis on 06.18.24 agenda item no.16. Parkhill, Smith & Cooper, Inc., is being recommended for this project following a project specific evaluation of the firms from the pool. Parkhill, Smith, & Cooper, Inc received the highest score for this project. This Agreement for Design Services between Williamson County and Parkhill, Smith, & Cooper, Inc. is for the Williamson County Facilities Warehouse Improvements, 3101 SE Inner Loop, Georgetown, TX. Contract Audit and General Counsel have been reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1063.004100 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Parkhill, Smith, & Cooper redacted

Form 1295 Parkhill Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 11:46 AM
Form Started By: Johnny Grimaldo		Started On: 12/12/2024 08:43 AM
Final Approval Date: 01/01/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Facilities Warehouse Improvements** ("Project")

ARCHITECT/ ENGINEER: **Parkhill, Smith & Cooper, Inc.** ("A/E")
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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

WHEREAS, County intends to **design covered parking at Facilities Warehouse**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.
A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Thousand Dollars ($1000.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.
A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Ten Dollars ($ 10.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

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

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities Department
Attn: Director of Facilities
23101 SE Inner Loop
Georgetown, Texas 78626

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

A/E's Designated Representative for purposes of this Agreement is as follows:

Parkhill, Smith & Cooper, Inc.
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an

individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E: Parkhill, Smith & Cooper, Inc.
11902 Burnet Road, Suite 100
Austin, TX 78758

Attention: Jamie Zavodny
Principal

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

ARTICLE 11
PROGRESS EVALUATION

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

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

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

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

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

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES

ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

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

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

25.6 Certification of Coverage.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-**

four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

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

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.9.2

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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

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

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

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.
Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure

to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

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

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

A/E:
Parkhill, Smith & Cooper, Inc.

By: 
Signature

Jamie Zavodny
Printed Name

Principal-in-Charge
Title

Date Signed: 12/11/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Williamson County Facilities Department
3101 SE Inner Loop
Georgetown, TX 78626
4100.1063

A/E to provide an opinion of probably cost and layout of covered parking at Williamson County Warehouse and Impound.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**1,000**	100%
100%	**Parkhill, Smith & Cooper, Inc.**	**$**	**1,000**	
0%	**N/A**	**$**	**-**	
Phase I - SCHEMATIC DESIGN		**$**	**1,000**	100%
	Parkhill, Smith & Cooper, Inc.	$	1,000	
	N/A	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within Fourty-Five **(45) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**11/26/24**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	12/11/24
30% Plans, Specifications and Estimate deliverables	01/10/25

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

Parkhill, Smith & Cooper, Inc.

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
Signatory Name
the _____ of _____, on behalf of said firm.
Signatory Title Entity Name

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

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.

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:
2024-1249965

Date Filed:
12/17/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Parkhill
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
4100.1063
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Finley, David	Frisco , TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Ramirez, Scott	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Edwards, Zane	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel "Dan" S. Hart, FAIA, PE, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), 78758 (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 17 day of December (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:
2024-1249965

Date Filed:
12/17/2024

Date Acknowledged:
12/26/2024

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

Parkhill
Austin, TX United States

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

Williamson County Facilities Department

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

4100.1063
Design and Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Finley, David	Frisco , TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Ramirez, Scott	El Paso, TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Edwards, Zane	Lubbock, 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 **32.**

Meeting Date: 01/07/2025

Approval of Award of RFSQ #25RFSQ7 for MEP, Fire Systems and Commissioning Pool for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on RFSQ #25RFSQ7 for MEP, Fire Systems and Commissioning Pool to the recommended firms, herein, for a period of two (2) years on an as-needed basis.

Background

Williamson County sent out One Thousand One Hundred Ninety-six (1,196) notifications with One Hundred Three (103) document takers and received 30 submittals. Qualifications were evaluated and scoring assigned, with the top-ranked firms being recommended for award on an as-needed basis. The list of recommended firms is attached herein. Of note, some firms are qualified for more than one discipline. Areas of professional services and the names of firms that are being recommended for award are:

Mechanical, Electrical, Plumbing (MEP)

- Cleary Zimmermann Engineers
- DBR Engineering Consultants, Inc.
- EMA Engineering and Consulting
- Energy Systems Design
- Freese and Nichols, Inc.
- Hendrix Consulting Engineers, P.C.
- Johnston, LLC
- MEPCE Inc.
- O'Connell Robertson
- Parkhill, Smith & Cooper
- Ramirez Simon Engineering, LLC
- WGI, Inc.
- WSP USA Building, Inc.
- Wylie Engineering

Fire Systems

- CSI Engineering
- DBR Engineering Consultants, Inc.
- Freese and Nichols, Inc.
- MEPCE, Inc.
- O'Connell Robertson
- Shah Smith & Associates, Inc.
- WGI, Inc.
- WSP USA Buildings, Inc.

Commissioning

- Campos Engineering, Inc.
- Cleary Zimmermann Engineers

- Command Commissioning, LLC
- CSI Engineering
- CxGBS
- DBR Engineering Consultants, Inc.
- Freese and Nichols, Inc.
- LCCx
- NV5 Consultants, Inc.
- O'Connell Robertson
- Parkhill, Smith & Cooper
- Shah Smith & Associates, Inc.
- WSP USA Buildings, Inc.
- Wylie Engineering

The awarded pool of professionals will be valid for two (2) years. Professional Service Agreements (PSA) will be contracted on an as-needed basis and will be presented to court for approval at that time. Budgeted amounts will vary as various line items and project numbers may be used. The Origination ID number is 1470 and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25RFSQ7 MEPFC Pool Recommendation Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 10:25 AM
Form Started By: Vickie Johnson		Started On: 12/30/2024 08:49 AM
Final Approval Date: 01/02/2025		

25RFSQ7 - MEPFC Pool

MEP

Firm	TOTALS	Company Experience (30)	Company Performance w/Government Agencies (20)	Process (30)	PM Professional Experience (20)
Cleary Zimmermann Engineers	99	29	20	30	20
DBR Engineering Consultants, Inc.	99	30	20	30	19
EMA Engineering and Consulting	98	30	20	28	20
Energy Systems Design	100	30	20	30	20
Freese and Nichols, Inc.	100	30	20	30	20
Hendrix Consulting Engineers, P.C.	98	30	19	29	20
Johnston, LLC	99	30	20	29	20
MEPCE inc.	100	30	20	30	20
O'Connell Robertson	98	30	20	28	20
Parkhill, Smith & Cooper	100	30	20	30	20
Ramirez Simon Engineering, LLC	100	30	20	30	20
WGI, Inc.	98	30	18	30	20
WSP USA Buildings, Inc.	99	30	20	29	20
Wylie Engineering	98	30	18	30	20

25RFSQ7 - MEPFC Pool

COMMISSIONING

Firm	TOTALS	Company Experience (30)	Company Performance w/Government Agencies (20)	Process (30)	PM Professional Experience (20)
Campos Engineering, Inc.	97	30	20	28	19
Cleary Zimmermann Engineers	99	30	20	29	20
Command Commissioning, LLC	100	30	20	30	20
CSI Engineering	96	28	18	30	20
CxGBS	100	30	20	30	20
DBR Engineering Consultants, Inc.	99	30	20	30	19
Freese and Nichols, Inc.	100	30	20	30	20
LCCx	97	30	20	27	20
NV5 Consultants, Inc.	100	30	20	30	20
O'Connell Robertson	97	30	20	28	19
Parkhill, Smith & Cooper	97	30	20	30	17
Shah Smith & Associates, Inc.	98	30	20	28	20
WSP USA Buildings, Inc.	98	30	20	28	20
Wylie Engineering	98	30	18	30	20

25RFSQ7 - MEPFC Pool

FIRE SYSTEMS

Firm	TOTALS	Company Experience (30)	Company Performance w/Government Agencies (20)	Process (30)	PM Professional Experience (20)
CSI Engineering	96	28	18	30	20
DBR Engineering Consultants, Inc.	100	30	20	30	20
Freese and Nichols, Inc.	97	30	20	30	17
MEPCE inc.	100	30	20	30	20
O'Connell Robertson	97	30	20	28	19
Shah Smith & Associates, Inc.	97	30	20	27	20
WGI, Inc.	98	30	18	30	20
WSP USA Buildings, Inc.	98	30	20	28	20

December 27, 2024

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 25RFSQ7
MEPFC Pool
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **the attached list of MEPFC firms** to be the best-suited candidate to provide Mechanical, Electrical, Plumbing, Commissioning, and/or Fire System services.

Sincerely,

Trenton Jacobs
County Architect

WILLIAMSON COUNTY
(512) 943-1599 Cell 512-966-9472
trenton.jacobs@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

Commissioners Court - Regular Session **33.**

Meeting Date: 01/07/2025

Authorize Issuing Advertisement for IFB #25IFB16 Flex Base for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Flex Base, under IFB #25IFB18.

Background

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024. Wilco anticipates selecting one firm for this work. The Estimated Budget is $275,000.00. The funding source is 01.0200.0210.003551 and 01.0200.0210.003597 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 11:59 AM
Form Started By: Fernando Ramirez		Started On: 12/12/2024 01:56 PM
Final Approval Date: 01/01/2025		

Commissioners Court - Regular Session **34.**

Meeting Date: 01/07/2025

Approval of Award of IFB #25IFB9 for CR255 Realignment Project for HNTB

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB6 to Jordan Foster Construction LLC for the CR255 Realignment Project for HNTB in the amount of $20,847,300.93 and authorize execution of this agreement. The funding source is P546.

Background

Williamson County sent out one thousand sixty-four (1,064) notifications to eighty-one (81) document takers and received six (6) submittals that were reviewed, and the apparent low bid, Jordon Foster Construction LLC, was found to be responsive and materially balanced. It is recommended that Williamson County award it to Jordan Foster Construction LLC. The funding source is P546, the Origination ID #1567, and Ade Ashaye, P.E. (HNTB) is the Point of Contact. Form 1295 is included in the attached package.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB9 Recommendation Package

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:13 PM
Form Started By: Vickie Johnson		Started On: 12/30/2024 08:41 AM
Final Approval Date: 01/02/2025		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Jordan Foster Construction LLC (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P546 - CR 255 Realignment**

Article 2. Engineer of Record

The Project has been designed by **Seiler Lankes Group, LLC**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **601** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Twenty Million, Eight-Hundred Forty Seven Thousand Three Hundred Dollars and Ninety-Three Cents $20,847,300.93

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

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

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 3, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

7.5 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Agreement and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____ CONTRACTOR_____

By:_____ By: _____

Bill Gravell, Jr.,
Williamson County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

Williamson County Road Bond Program
CR 255 Realignment
December 18, 2024

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Jordan Foster Construction LLC	$ 20,847,300.93	1	($7,304,790.08)	-25.95%	$ -	0.0%
MA Smith Contracting Co., Inc	$ 21,024,483.44	2	($7,127,607.57)	-25.3%	$ 177,182.51	0.8%
Chasco Constructors	$ 21,519,595.00	3	($6,632,496.01)	-23.6%	$ 672,294.07	3.2%
Cash Construction Co., Inc.	$ 21,882,836.55	4	($6,269,254.46)	-22.3%	$ 1,035,535.62	5.0%
Joe Bland Construction LLC	$ 23,633,462.00	5	($4,518,629.01)	-16.1%	$ 2,786,161.07	13.4%
Capital Excavation Co	$23,644,765.13	6	($4,507,325.88)	-16.0%	$ 2,797,464.20	13.4%

Williamson County Road Bond Program
CR 255 Realignment
December 18, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Jordan Foster Construction LLC		MA Smith Contracting Co., Inc		Chasco Constructors		Cash Construction Co., Inc.		Joe Bland Construction LLC		Capital Excavation Co	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	156	STA	$ 6,000.00	$ 936,000.00	$ 10,000.00	$ 1,560,000.00	$ 3,000.00	$ 468,000.00	$5,000.00	$ 780,000.00	$ 2,400.00	$ 374,400.00	$ 2,500.00	$ 390,000.00	$ 2,800.00	$ 436,800.00
2	104-6017	REMOVING CONC (DRIVEWAYS)	342	SY	$ 23.00	$ 7,866.00	$ 20.00	$ 6,840.00	$ 30.00	$ 10,260.00	$35.00	$ 11,970.00	$ 10.00	$ 3,420.00	$ 25.00	$ 8,550.00	$ 38.45	$ 13,149.90
3	104-6021	REMOVING CONC (CURB)	874	LF	$ 20.00	$ 17,480.00	$ 6.00	$ 5,244.00	$ 10.00	$ 8,740.00	$15.00	$ 13,110.00	$ 8.00	$ 6,992.00	$ 20.00	$ 17,480.00	$ 22.95	$ 20,058.30
4	105-6035	REMOVING STAB BASE & ASPH PAV (0-2")	31,979	SY	$ 25.00	$ 799,475.00	$ 3.10	$ 99,134.90	$ 2.00	$ 63,958.00	$3.00	$ 95,937.00	$ 2.00	$ 63,958.00	$ 3.00	$ 95,937.00	$ 1.25	$ 39,973.75
5	110-6001	EXCAVATION (ROADWAY)	75,322	CY	$ 35.00	$ 2,636,270.00	$ 11.00	$ 828,542.00	$ 13.00	$ 979,186.00	$15.50	$ 1,167,491.00	$ 14.00	$ 1,054,508.00	$ 14.00	$ 1,054,508.00	$ 15.94	$ 1,200,632.68
6	110-6002	EXCAVATION (CHANNEL)	1,763	CY	$ 32.00	$ 56,416.00	$ 22.00	$ 38,786.00	$ 28.00	$ 49,364.00	$15.50	$ 27,326.50	$ 25.00	$ 44,075.00	$ 16.00	$ 28,208.00	$ 31.00	$ 54,653.00
7	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	34,670	CY	$ 22.00	$ 762,740.00	$ 9.75	$ 338,032.50	$ 13.25	$ 459,377.50	$9.50	$ 329,365.00	$ 5.00	$ 173,350.00	$ 5.00	$ 173,350.00	$ 15.10	$ 523,517.00
8	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	203,672	SY	$ 1.00	$ 203,672.00	$ 1.75	$ 356,426.00	$ 2.25	$ 458,262.00	$1.00	$ 203,672.00	$ 1.00	$ 203,672.00	$ 4.00	$ 814,688.00	$ 3.01	$ 613,052.72
9	161-WC01	EROSION CONTROL COMPOST (3")	50,918	SY	$ 4.00	$ 203,672.00	$ 2.35	$ 119,657.30	$ 4.50	$ 229,131.00	$3.00	$ 152,754.00	$ 3.20	$ 162,937.60	$ 10.00	$ 509,180.00	$ 4.00	$ 203,672.00
10	162-WC103	MULCH TOPDRESSING (5")	50,918	SY	$ 5.00	$ 254,590.00	$ 1.75	$ 89,106.50	$ 7.00	$ 356,426.00	$3.25	$ 165,483.50	$ 2.90	$ 147,662.20	$ 4.00	$ 203,672.00	$ 6.17	$ 314,164.06
11	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	101,836	SY	$ 0.45	$ 45,826.20	$ 0.25	$ 25,459.00	$ 0.15	$ 15,275.40	$0.25	$ 25,459.00	$ 0.25	$ 25,459.00	$ 1.00	$ 101,836.00	$ 0.14	$ 14,257.04
12	164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	203,672	SY	$ 0.75	$ 152,754.00	$ 0.47	$ 95,725.84	$ 0.26	$ 52,954.72	$0.50	$ 101,836.00	$ 0.50	$ 101,836.00	$ 1.00	$ 203,672.00	$ 0.24	$ 48,881.28
13	164-WC10	SEEDING FOR EROSION CONTROL (TEMP)(WARM)(TY 10)	101,836	SY	$ 0.25	$ 25,459.00	$ 0.18	$ 18,330.48	$ 0.10	$ 10,183.60	$0.20	$ 20,367.20	$ 0.20	$ 20,367.20	$ 1.00	$ 101,836.00	$ 0.09	$ 9,165.24
14	166-6002	FERTILIZER	12.73	TON	$ 900.00	$ 11,457.00	$ 2,800.00	$ 35,644.00	$ 2,400.00	$ 30,552.00	$2,750.00	$ 35,007.50	$ 2,625.00	$ 33,416.25	$ 2,900.00	$ 36,917.00	$ 2,190.00	$ 27,878.70
15	168-WC01	VEGETATIVE WATERING	6,110.0	MG	$ 15.00	$ 91,650.00	$ 0.01	$ 61.10	$ 58.00	$ 354,380.00	$25.00	$ 152,750.00	$ 33.00	$ 201,630.00	$ 15.00	$ 91,650.00	$ 41.30	$ 252,343.00
16	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	9,301	SY	$ 1.25	$ 11,626.25	$ 2.35	$ 21,857.35	$ 1.10	$ 10,231.10	$1.30	$ 12,091.30	$ 2.00	$ 18,602.00	$ 2.00	$ 18,602.00	$ 1.10	$ 10,231.10
17	169-6008	SOIL RETENTION BLANKETS (CL 2) (TY H)	11,027	SY	$ 7.00	$ 77,189.00	$ 6.90	$ 76,086.30	$ 6.00	$ 66,162.00	$6.75	$ 74,432.25	$ 8.00	$ 88,216.00	$ 5.00	$ 55,135.00	$ 6.10	$ 67,264.70
18	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	31,446	CY	$ 55.00	$ 1,729,530.00	$ 43.00	$ 1,352,178.00	$ 50.00	$ 1,572,300.00	$49.00	$ 1,540,854.00	$ 61.00	$ 1,918,206.00	$ 58.00	$ 1,823,868.00	$ 51.90	$ 1,632,047.40
19	260-6002	LIME (HYDRATED LIME (SLURRY))	1,183	TON	$ 377.00	$ 445,991.00	$ 300.00	$ 354,900.00	$ 335.00	$ 396,305.00	$325.00	$ 384,475.00	$ 383.00	$ 453,089.00	$ 475.00	$ 561,925.00	$ 350.00	$ 414,050.00
20	260-6027	LIME TRT (EXST MATL)(8")	65,691	SY	$ 4.90	$ 321,885.90	$ 4.65	$ 305,463.15	$ 3.75	$ 246,341.25	$3.75	$ 246,341.25	$ 4.50	$ 295,609.50	$ 9.00	$ 591,219.00	$ 5.84	$ 383,635.44
21	310-6001	PRIME COAT (MULTI OPTION)	13,228	GAL	$ 4.00	$ 52,912.00	$ 3.50	$ 46,298.00	$ 4.00	$ 52,912.00	$3.65	$ 48,282.20	$ 5.00	$ 66,140.00	$ 4.00	$ 52,912.00	$ 4.10	$ 54,234.80
22	316-6193	AGGR(TY-D GR-5 SAC-B)	441	CY	$ 125.00	$ 55,125.00	$ 150.00	$ 66,150.00	$ 155.00	$ 68,355.00	$144.00	$ 63,504.00	$ 546.00	$ 240,786.00	$ 155.00	$ 68,355.00	$ 160.00	$ 70,560.00
23	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	21,165	GAL	$ 3.00	$ 63,495.00	$ 4.00	$ 84,660.00	$ 4.50	$ 95,242.50	$4.25	$ 89,951.25	$ 6.00	$ 126,990.00	$ 5.00	$ 105,825.00	$ 4.70	$ 99,475.50
24	354-6017	PLAN & TEXT CONC PAV(0" TO 2")	934	SY	$ 11.00	$ 10,274.00	$ 12.00	$ 11,208.00	$ 9.00	$ 8,406.00	$10.00	$ 9,340.00	$ 17.00	$ 15,878.00	$ 10.00	$ 9,340.00	$ 9.35	$ 8,732.90
25	400-6012	CUT AND RESTORE PAV (FLEX BASE)	40	SY	$ 200.00	$ 8,000.00	$ 275.00	$ 11,000.00	$ 440.00	$ 17,600.00	$75.00	$ 3,000.00	$ 43.00	$ 1,720.00	$ 200.00	$ 8,000.00	$ 98.80	$ 3,952.00
26	401-6001	FLOWABLE BACKFILL	1,013	CY	$ 400.00	$ 405,200.00	$ 150.00	$ 151,950.00	$ 200.00	$ 202,600.00	$200.00	$ 202,600.00	$ 193.00	$ 195,509.00	$ 245.00	$ 248,185.00	$ 221.00	$ 223,873.00
27	402-6001	TRENCH EXCAVATION PROTECTION	413	LF	$ 33.00	$ 13,629.00	$ 3.30	$ 1,362.90	$ 5.00	$ 2,065.00	$5.00	$ 2,065.00	$ 0.50	$ 206.50	$ 10.00	$ 4,130.00	$ 22.30	$ 9,209.90
28	432-6002	RIPRAP (CONC)(5 IN)	394	CY	$ 1,133.00	$ 446,402.00	$ 800.00	$ 315,200.00	$ 525.00	$ 206,850.00	$670.00	$ 263,980.00	$ 771.00	$ 303,774.00	$ 1,750.00	$ 689,500.00	$ 790.00	$ 311,260.00
29	432-6031	RIPRAP (STONE PROTECTION)(12 IN)	439	CY	$ 289.00	$ 126,871.00	$ 200.00	$ 87,800.00	$ 130.00	$ 57,070.00	$220.00	$ 96,580.00	$ 138.00	$ 60,582.00	$ 90.00	$ 39,510.00	$ 196.00	$ 86,044.00
30	432-6035	RIPRAP (STONE PROTECTION)(24 IN)	1,406	CY	$ 250.00	$ 351,500.00	$ 175.00	$ 246,050.00	$ 133.00	$ 186,998.00	$220.00	$ 309,320.00	$ 179.00	$ 251,674.00	$ 150.00	$ 210,900.00	$ 160.00	$ 224,960.00
31	432-6046	RIPRAP (MOW STRIP)(5 IN)	178	CY	$ 750.00	$ 133,500.00	$ 685.00	$ 121,930.00	$ 673.00	$ 119,794.00	$710.00	$ 126,380.00	$ 921.00	$ 163,938.00	$ 675.00	$ 120,150.00	$ 1,020.00	$ 181,560.00
32	459-6005	GABION MATTRESSES (GALV)(6 IN)	448	SY	$ 200.00	$ 89,600.00	$ 135.00	$ 60,480.00	$ 148.00	$ 66,304.00	$140.00	$ 62,720.00	$ 174.00	$ 77,952.00	$ 125.00	$ 56,000.00	$ 151.00	$ 67,648.00
33	460-6005	CMP (GAL STL 36 IN)	162	LF	$ 260.00	$ 42,120.00	$ 150.00	$ 24,300.00	$ 100.00	$ 16,200.00	$155.00	$ 25,110.00	$ 139.00	$ 22,518.00	$ 140.00	$ 22,680.00	$ 134.00	$ 21,708.00
34	462-6001	CONC BOX CULV (3 FT X 2 FT)	98	LF	$ 347.00	$ 34,006.00	$ 385.00	$ 37,730.00	$ 370.00	$ 36,260.00	$475.00	$ 46,550.00	$ 307.00	$ 30,086.00	$ 410.00	$ 40,180.00	$ 560.00	$ 54,880.00
35	462-6003	CONC BOX CULV (4 FT X 2 FT)	135	LF	$ 350.00	$ 47,250.00	$ 390.00	$ 52,650.00	$ 400.00	$ 54,000.00	$485.00	$ 65,475.00	$ 347.00	$ 46,845.00	$ 415.00	$ 56,025.00	$ 2,380.00	$ 321,300.00
36	462-6004	CONC BOX CULV (4 FT X 3 FT)	52	LF	$ 760.00	$ 39,520.00	$ 470.00	$ 24,440.00	$ 440.00	$ 22,880.00	$550.00	$ 28,600.00	$ 352.00	$ 18,304.00	$ 535.00	$ 27,820.00	$ 730.00	$ 37,960.00
37	462-6006	CONC BOX CULV (5 FT X 2 FT)	118	LF	$ 470.00	$ 55,460.00	$ 535.00	$ 63,130.00	$ 540.00	$ 63,720.00	$560.00	$ 66,080.00	$ 405.00	$ 47,790.00	$ 530.00	$ 62,540.00	$ 570.00	$ 67,260.00
38	462-6007	CONC BOX CULV (5 FT X 3 FT)	423	LF	$ 540.00	$ 228,420.00	$ 500.00	$ 211,500.00	$ 600.00	$ 253,800.00	$570.00	$ 241,110.00	$ 422.00	$ 178,506.00	$ 550.00	$ 232,650.00	$ 570.00	$ 241,110.00
39	462-6015	CONC BOX CULV (7 FT X 4 FT)	1,052	LF	$ 1,500.00	$ 1,578,000.00	$ 675.00	$ 710,100.00	$ 830.00	$ 873,160.00	$850.00	$ 894,200.00	$ 741.00	$ 779,532.00	$ 880.00	$ 925,760.00	$ 800.00	$ 841,600.00
40	462-6101	CONC BOX CULV (10 FT X 4 FT)	244	LF	$ 1,120.00	$ 273,280.00	$ 1,200.00	$ 292,800.00	$ 1,320.00	$ 322,080.00	$1,380.00	$ 336,720.00	$ 1,000.00	$ 244,000.00	$ 1,425.00	$ 347,700.00	$ 1,180.00	$ 287,920.00
41	464-6003	RC PIPE (CL III)(18 IN)	1,856	LF	$ 270.00	$ 501,120.00	$ 100.00	$ 185,600.00	$ 86.00	$ 159,616.00	$80.00	$ 148,480.00	$ 101.00	$ 187,456.00	$ 110.00	$ 204,160.00	$ 89.00	$ 165,184.00
42	464-6005	RC PIPE (CL III)(24 IN)	442	LF	$ 390.00	$ 172,380.00	$ 145.00	$ 64,090.00	$ 112.00	$ 49,504.00	$95.00	$ 41,990.00	$ 132.00	$ 58,344.00	$ 130.00	$ 57,460.00	$ 138.00	$ 60,996.00
43	464-6008	RC PIPE (CL III)(36 IN)	223	LF	$ 650.00	$ 144,950.00	$ 205.00	$ 45,715.00	$ 186.00	$ 41,478.00	$185.00	$ 41,255.00	$ 196.00	$ 43,708.00	$ 200.00	$ 44,600.00	$ 190.00	$ 42,370.00
44	465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	1	EA	$ 6,500.00	$ 6,500.00	$ 8,000.00	$ 8,000.00	$ 5,100.00	$ 5,100.00	$5,000.00	$ 5,000.00	$ 4,120.00	$ 4,120.00	$ 5,000.00	$ 5,000.00	$ 4,490.00	$ 4,490.00
45	466-6164	WINGWALL (FW - S) (HW=3 FT)	2	EA	$ 8,000.00	$ 16,000.00	$ 17,000.00	$ 34,000.00	$ 8,000.00	$ 16,000.00	$8,500.00	$ 17,000.00	$ 19,000.00	$ 38,000.00	$ 10,000.00	$ 20,000.00	$ 7,800.00	$ 15,600.00
46	466-6166	WINGWALL (FW - S) (HW=5 FT)	3	EA	$ 21,000.00	$ 63,000.00	$ 37,000.00	$ 111,000.00	$ 37,000.00	$ 111,000.00	$24,000.00	$ 72,000.00	$ 68,000.00	$ 204,000.00	$ 40,000.00	$ 120,000.00	$ 20,900.00	$ 62,700.00
47	466-6169	WINGWALL (FW - S) (HW=8 FT)	1	EA	$ 35,000.00	$ 35,000.00	$ 78,000.00	$ 78,000.00	$ 78,000.00	$ 78,000.00	$44,000.00	$ 44,000.00	$ 100,000.00	$ 100,000.00	$ 80,000.00	$ 80,000.00	$ 39,200.00	$ 39,200.00
48	466-6179	WINGWALL (PW - 1) (HW=4 FT)	4	EA	$ 16,300.00	$ 65,200.00	$ 20,000.00	$ 80,000.00	$ 11,000.00	$ 44,000.00	$18,000.00	$ 72,000.00	$ 25,000.00	$ 100,000.00	$ 40,000.00	$ 160,000.00	$ 15,500.00	$ 62,000.00
49	466-6180	WINGWALL (PW - 1) (HW=5 FT)	1	EA	$ 12,000.00	$ 12,000.00	$ 34,000.00	$ 34,000.00	$ 18,000.00	$ 18,000.00	$30,000.00	$ 30,000.00	$ 32,000.00	$ 32,000.00	$ 50,000.00	$ 50,000.00	$ 21,900.00	$ 21,900.00
50	466-6181	WINGWALL (PW - 1) (HW=6 FT)	3	EA	$ 27,000.00	$ 81,000.00	$ 32,000.00	$ 96,000.00	$ 20,000.00	$ 60,000.00	$31,000.00	$ 93,000.00	$ 50,000.00	$ 150,000.00	$ 55,000.00	$ 165,000.00	$ 24,200.00	$ 72,600.00
51	466-6182	WINGWALL (PW - 1) (HW=7 FT)	2	EA	$ 41,000.00	$ 82,000.00	$ 33,000.00	$ 66,000.00	$ 26,000.00	$ 52,000.00	$37,000.00	$ 74,000.00	$ 47,000.00	$ 94,000.00	$ 97,500.00	$ 195,000.00	$ 30,500.00	$ 61,000.00
52	467-6105	SET (TY I)(S=3 FT)(HW=3FT)(3:1)(C)	1	EA	$ 7,200.00	$ 7,200.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00	$5,500.00	$ 5,500.00	$ 7,700.00	$ 7,700.00	$ 17,500.00	$ 17,500.00	$ 11,700.00	$ 11,700.00
53	467-6110	SET (TY I)(S=3 FT)(HW= 3 FT)(6:1)(P)	5	EA	$ 5,400.00	$ 27,000.00	$ 9,000.00	$ 45,000.00	$ 5,000.00	$ 25,000.00	$8,500.00	$ 42,500.00	$ 13,000.00	$ 65,000.00	$ 10,000.00	$ 50,000.00	$ 14,500.00	$ 72,500.00
54	467-6137	SET (TY I)(S= 4 FT)(HW= 3 FT)(3:1) (C)	1	EA	$ 6,800.00	$ 6,800.00	$ 10,000.00	$ 10,000.00	$ 4,000.00	$ 4,000.00	$5,500.00	$ 5,500.00	$ 8,240.00	$ 8,240.00	$ 7,500.00	$ 7,500.00	$ 11,700.00	$ 11,700.00
55	467-6142	SET (TY I)(S= 4 FT)(HW= 3 FT)(6:1) (P)	1	EA	$ 11,300.00	$ 11,300.00	$ 9,300.00	$ 9,300.00	$ 4,000.00	$ 4,000.00	$10,500.00	$ 10,500.00	$ 15,000.00	$ 15,000.00	$ 22,000.00	$ 22,000.00	$ 16,400.00	$ 16,400.00
56	467-6147	SET (TY I)(S= 4 FT)(HW= 4 FT)(6:1) (P)	4	EA	$ 9,000.00	$ 36,000.00	$ 11,000.00	$ 44,000.00	$ 8,000.00	$ 32,000.00	$13,000.00	$ 52,000.00	$ 17,000.00	$ 68,000.00	$ 30,000.00	$ 120,000.00	$ 15,700.00	$ 62,800.00
57	467-6177	SET (TY I)(S= 5 FT)(HW= 4 FT)(4:1) (C)	1	EA	$ 10,000.00	$ 10,000.00	$ 9,800.00	$ 9,800.00	$ 5,000.00	$ 5,000.00	$10,500.00	$ 10,500.00	$ 13,000.00	$ 13,000.00	$ 33,750.00	$ 33,750.00	$ 17,200.00	$ 17,200.00
58	467-6179	SET (TY I)(S= 5 FT)(HW= 4 FT)(6:1) (C)	1	EA	$ 12,000.00	$ 12,000.00	$ 11,300.00	$ 11,300.00	$ 8,000.00	$ 8,000.00	$14,000.00	$ 14,000.00	$ 18,000.00	$ 18,000.00	$ 18,250.00	$ 18,250.00	$ 18,000.00	$ 18,000.00
59	467-6180	SET (TY I)(S= 5 FT)(HW= 4 FT)(6:1) (P)	4	EA	$ 11,000.00	$ 44,000.00	$ 10,000.00	$ 40,000.00	$ 9,000.00	$ 36,000.00	$14,000.00	$ 56,000.00	$ 19,000.00	$ 76,000.00	$ 10,500.00	$ 42,000.00	$ 17,600.00	$ 70,400.00
60	467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	56	EA	$ 1,600.00	$ 89,600.00	$ 2,600.00	$ 145,600.00	$ 1,500.00	$ 84,000.00	$2,800.00	$ 156,800.00	$ 3,190.00	$ 178,640.00	$ 4,000.00	$ 224,000.00	$ 2,890.00	$ 161,840.00
61	467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	18	EA	$ 2,200.00	$ 39,600.00	$ 3,000.00	$ 54,000.00	$ 1,800.00	$ 32,400.00	$3,500.00	$ 63,000.00	$ 3,650.00	$ 65,700.00	$ 4,000.00	$ 72,000.00	$ 3,230.00	$ 58,140.00
62	467-6448	SET (TY II) (36 IN) (RCP) (3: 1) (C)	2	EA	$ 3,600.00	$ 7,200.00	$ 6,000.00	$ 12,000.00	$ 3,900.00	$ 7,800.00	$4,600.00	$ 9,200.00	$ 4,870.00	$ 9,740.00	$ 5,000.00	$ 10,000.00	$ 4,220.00	$ 8,440.00
63	467-6453	SET (TY II) (36 IN) (RCP) (6: 1) (C)	2	EA	$ 4,600.00	$ 9,200.00	$ 8,200.00	$ 16,400.00	$ 4,200.00	$ 8,400.00	$6,700.00	$ 13,400.00	$ 6,700.00	$ 13,400.00	$ 5,500.00	$ 11,000.00	$ 4,480.00	$ 8,960.00
64	496-6007	REMOV STR (PIPE)	180	LF	$ 55.00	$ 9,900.00	$ 25.00	$ 4,500.00	$ 50.00	$ 9,000.00	$40.00	$ 7,200.00	$ 39.00	$ 7,020.00	$ 50.00	$ 9,000.00	$ 23.00	$ 4,140.00
65	496-6008	REMOV STR (BOX CULVERT)	407	LF	$ 162.00	$ 65,934.00	$ 58.00	$ 23,606.00	$ 100.00	$ 40,700.00	$55.00	$ 22,385.00	$ 63.00	$ 25,641.00	$ 75.00	$ 30,525.00	$ 52.20	$ 21,245.40
66	496-6043	REMOV STR (SMALL FENCE)	50	LF	$ 7.00	$ 350.00	$ 7.60	$ 380.00	$ 60.00	$ 3,000.00	$20.00	$ 1,000.00	$ 4.00	$ 200.00	$ 40.00	$ 2,000.00	$ 25.85	$ 1,292.50
67	496-6050	REMOV STR (DRIVEWAY CULVERT)	27	EA	$ 1,900.00	$ 51,300.00	$ 1,500.00	$ 40,500.00	$ 500.00	$ 13,500.00	$1,500.00	$ 40,500.00	$ 581.00	$ 15,687.00	$ 175.00	$ 4,725.00	$ 290.00	$ 7,830.00
68	500-6001	MOBILIZATION	1	LS	$ 1,972,538.98	$ 1,972,538.98	$ 1,700,000.00	$ 1,700,000.00	$ 700,000.00	$ 700,000.00	$1,510,000.00	$ 1,510,000.00	$ 1,098,000.00	$ 1,098,000.00	$ 500,000.00	$ 500,000.00	$ 1,500,000.00	$ 1,500,000.00
69	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	21	MO	$ 11,000.00	$ 231,000.00	$ 4,100.00	$ 86,100.00	$ 4,000.00	$ 84,000.00	$3,500.00	$ 73,500.00	$ 6,590.00	$ 138,390.00	$ 15,000.00	$ 315,000.00	$ 7,500.00	$ 157,500.00
70	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	1,040	LF	$ 60.00	$ 62,400.00	$ 29.00	$ 30,160.00	$ 52.00	$ 54,080.00	$30.00	$ 31,200.00	$ 34.00	$ 35,360.00	$ 40.00	$ 41,600.00	$ 30.15	$ 31,356.00
71	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	580	LF	$ 73.00	$ 42,340.00	$ 62.00	$ 35,960.00	$ 136.00	$ 78,880.00	$60.00	$ 34,800.00	$ 72.00	$ 41,760.00	$ 60.00	$ 34,800.00	$ 63.50	$ 36,830.00
72	506-6011	ROCK FILTER DAMS (REMOVE)	1,620	LF	$ 20.00	$ 32,400.00	$ 20.00	$ 32,400.00	$ 20.00	$ 32,400.00	$20.00	$ 32,400.00	$ 9.00	$ 14,580.00	$ 20.00	$ 32,400.00	$ 19.40	$ 31,428.00
73	506-6020	CONSTRUCTION EXITS (INSTALL)(TY 1)	666	SY	$ 20.00	$ 13,320.00	$ 25.00	$ 16,650.00	$ 35.00	$ 23,310.00	$33.00	$ 21,978.00	$ 38.00	$ 25,308.00	$ 20.00	$ 13,320.00	$ 33.90	$ 22,577.40
74	506-6021	CONSTRUCTION EXITS (INSTALL)(TY 2)	605	SY	$ 20.00	$ 12,100.00	$ 25.00	$ 15,125.00	$ 178.00	$ 107,690.00	$72.00	$ 43,560.00	$ 85.00	$ 51,425.00	$ 20.00	$ 12,100.00	$ 74.90	$ 45,314.50
75	506-6024	CONSTRUCTION EXITS (REMOVE)	1,271	SY	$ 16.00	$ 20,336.00	$ 12.00	$ 15,252.00	$ 26.00	$ 33,046.00	$16.00	$ 20,336.00	$ 7.00	$ 8,897.00	$ 10.00	$ 12,710.00	$ 15.60	$ 19,827.60
76	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	19,308	LF	$ 5.40	$ 104,263.20	$ 3.70	$ 71,439.60	$ 4.50	$ 86,886.00	$4.00	$ 77,232.00	$ 4.00	$ 77,232.00	$ 4.00	$ 77,232.00	$ 3.75	$ 72,405.00
77	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	19,308	LF	$ 1.70	$ 32,823.60	$ 1.00	$ 19,308.00	$ 1.05	$ 20,273.40	$1.00	$ 19,308.00	$ 0.50	$ 9,654.00	$ 1.00	$ 19,308.00	$ 1.10	$ 21,238.80
78	508-6001	CONSTRUCTING DETOURS	11,285	SY	$ 85.00	$ 959,225.00	$ 40.00	$ 451,400.00	$ 30.00	$ 338,550.00	$22.00	$ 248,270.00	$ 35.00	$ 394,975.00	$ 60.00	$ 677,100.00	$ 28.00	$ 315,980.00
79	512-6009	PORT CTB (FUR&INST) (LOW PROF) (TY 1)	520	LF	$ 83.00	$ 43,160.00	$ 28.00	$ 14,560.00	$ 38.00	$ 19,760.00	$30.00	$ 15,600.00	$ 21.00	$ 10,920.00	$ 100.00	$ 52,000.00	$ 21.40	$ 11,128.00
80	512-6010	PORT CTB (FUR&INST) (LOW PROF) (TY 2)	160	LF	$ 93.00	$ 14,880.00	$ 50.00	$ 8,000.00	$ 43.00	$ 6,880.00	$25.00	$ 4,000.00	$ 21.00	$ 3,360.00	$ 95.00	$ 15,200.00	$ 21.40	$ 3,424.00
81	512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	520	LF	$ 16.50	$ 8,580.00	$ 20.00	$ 10,400.00	$ 35.00	$ 18,200.00	$25.00	$ 13,000.00	$ 21.00	$ 10,920.00	$ 30.00	$ 15,600.00	$ 21.40	$ 11,128.00
82	512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	160	LF	$ 23.50	$ 3,760.00	$ 25.00	$ 4,000.00	$ 40.00	$ 6,400.00	$25.00	$ 4,000.00	$ 22.00	$ 3,520.00	$ 30.00	$ 4,800.00	$ 21.40	$ 3,424.00
83	529-6038	CONC CURB (RIBBON)	1,062	LF	$ 30.00	$ 31,860.00	$ 29.00	$ 30,798.00	$ 17.00	$ 18,054.00	$30.00	$ 31,860.00	$ 36.00	$ 38,232.00	$ 26.00	$ 27,612.00	$ 72.30	$ 76,782.60
84	530-6004	DRIVEWAYS (CONC)	414	SY	$ 120.00	$ 49,680.00	$ 130.00	$ 53,820.00	$ 128.00	$ 52,992.00	$164.00	$ 67,896.00	$ 138.00	$ 57,132.00	$ 175.00	$ 72,450.00	$ 206.00	$ 85,284.00
85	530-6005	DRIVEWAYS (ACP)	4,420	SY	$ 94.00	$ 415,480.00	$ 60.00	$ 265,200.00	$ 63.00	$ 278,460.00	$50.00	$ 221,000.00	$ 72.00	$ 318,240.00	$ 60.00	$ 265,200.00	$ 72.00	$ 318,240.00
86	540-6002	MTL W-BEAM GD FEN (STEEL POST)	533	LF	$ 33.50	$ 17,855.50	$ 40.00	$ 21,320.00	$ 45.00	$ 23,985.00	$40.00	$ 21,320.00	$ 47.00	$ 25,051.00	$ 55.00	$ 29,315.00	$ 45.40	$ 24,198.20
87	540-6020	(MTL W - BEAM GD FEN (LOW FILL CULVERT))	192	LF	$ 110.00	$ 21,120.00	$ 78.00	$ 14,976.00	$ 87.00	$ 16,704.00	$78.00	$ 14,976.00	$ 91.00	$ 17,472.00	$ 135.00	$ 25,920.00	$ 89.10	$ 17,107.20
88	544-6001	GUARDRAIL END TREATMENT (INSTALL)	14	EA	$ 3,300.00	$ 46,200.00	$ 3,200.00	$ 44,800.00	$ 3,700.00	$ 51,800.00	$3,300.00	$ 46,200.00	$ 3,860.00	$ 54,040.00	$ 4,500.00	$ 63,000.00	$ 3,770.00	$ 52,780.00
89	552-6002	WIRE FENCE (TY B)	50	LF	$ 35.50	$ 1,775.00	$ 32.00	$ 1,600.00	$ 116.00	$ 5,800.00	$105.00	$ 5,250.00	$ 122.00	$ 6,100.00	$ 110.00	$ 5,500.00	$ 116.00	$ 5,800.00

Williamson County Road Bond Program
CR 255 Realignment
December 18, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Jordan Foster Construction LLC		MA Smith Contracting Co., Inc		Chasco Constructors		Cash Construction Co., Inc.		Joe Bland Construction LLC		Capital Excavation Co	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
90	552-6006	GATE (TY 2)	1	EA	$ 3,500.00	$ 3,500.00	$ 1,170.00	$ 1,170.00	$ 4,100.00	$ 4,100.00	$5,200.00	$ 5,200.00	$ 6,080.00	$ 6,080.00	$ 7,500.00	$ 7,500.00	$ 5,800.00	$ 5,800.00
91	560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	36	EA	$ 315.00	$ 11,340.00	$ 310.00	$ 11,160.00	$ 320.00	$ 11,520.00	$285.00	$ 10,260.00	$ 534.00	$ 19,224.00	$ 315.00	$ 11,340.00	$ 320.00	$ 11,520.00
92	644-6002	IN SM RD SN SUP&AM TY10BWG(1)SA(P-BM)	7	EA	$ 600.00	$ 4,200.00	$ 1,170.00	$ 8,190.00	$ 1,250.00	$ 8,750.00	$1,150.00	$ 8,050.00	$ 1,340.00	$ 9,380.00	$ 1,275.00	$ 8,925.00	$ 1,300.00	$ 9,100.00
93	644-6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	2	EA	$ 1,100.00	$ 2,200.00	$ 1,280.00	$ 2,560.00	$ 1,400.00	$ 2,800.00	$1,250.00	$ 2,500.00	$ 1,460.00	$ 2,920.00	$ 1,375.00	$ 2,750.00	$ 1,420.00	$ 2,840.00
94	644-6028	IN SM RD SN SUP&AM TYS80(1)SA(P-BM)	5	EA	$ 900.00	$ 4,500.00	$ 1,385.00	$ 6,925.00	$ 1,500.00	$ 7,500.00	$1,350.00	$ 6,750.00	$ 1,580.00	$ 7,900.00	$ 1,500.00	$ 7,500.00	$ 1,540.00	$ 7,700.00
95	644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	9	EA	$ 1,020.00	$ 9,180.00	$ 1,280.00	$ 11,520.00	$ 1,400.00	$ 12,600.00	$1,275.00	$ 11,475.00	$ 1,490.00	$ 13,410.00	$ 1,450.00	$ 13,050.00	$ 1,450.00	$ 13,050.00
96	644-6036	IN SM RD SN SUP&AM TYS80(1)SA(U-BM)	1	EA	$ 1,500.00	$ 1,500.00	$ 1,505.60	$ 1,505.60	$ 1,600.00	$ 1,600.00	$1,450.00	$ 1,450.00	$ 1,700.00	$ 1,700.00	$ 1,500.00	$ 1,500.00	$ 1,650.00	$ 1,650.00
97	644-6060	IN SM RD SN SUP&AM TYTWT(1)WS(P)	19	EA	$ 750.00	$ 14,250.00	$ 395.00	$ 7,505.00	$ 440.00	$ 8,360.00	$390.00	$ 7,410.00	$ 456.00	$ 8,664.00	$ 425.00	$ 8,075.00	$ 440.00	$ 8,360.00
98	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	38	EA	$ 90.00	$ 3,420.00	$ 130.00	$ 4,940.00	$ 140.00	$ 5,320.00	$130.00	$ 4,940.00	$ 152.00	$ 5,776.00	$ 145.00	$ 5,510.00	$ 148.00	$ 5,624.00
99	662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	38,633	LF	$ 0.70	$ 27,043.10	$ 0.36	$ 13,907.88	$ 0.40	$ 15,453.20	$0.40	$ 15,453.20	$ 0.50	$ 19,316.50	$ 1.00	$ 38,633.00	$ 0.40	$ 15,453.20
100	662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	928	LF	$ 1.50	$ 1,392.00	$ 0.70	$ 649.60	$ 0.75	$ 696.00	$0.75	$ 696.00	$ 0.75	$ 696.00	$ 1.00	$ 928.00	$ 0.75	$ 696.00
101	662-6016	WK ZN PAV MRK NON-REMOV (W)24"(SLD)	195	LF	$ 6.00	$ 1,170.00	$ 3.20	$ 624.00	$ 3.45	$ 672.75	$3.25	$ 633.75	$ 4.00	$ 780.00	$ 4.00	$ 780.00	$ 3.55	$ 692.25
102	662-6017	WK ZN PAV MRK NON-REMOV (W)(ARROW)	4	EA	$ 200.00	$ 800.00	$ 80.00	$ 320.00	$ 87.00	$ 348.00	$78.00	$ 312.00	$ 91.00	$ 364.00	$ 85.00	$ 340.00	$ 88.60	$ 354.40
103	662-6029	WK ZN PAV MRK NON-REMOV(W)(WORD)	4	EA	$ 200.00	$ 800.00	$ 160.00	$ 640.00	$ 174.00	$ 696.00	$155.00	$ 620.00	$ 182.00	$ 728.00	$ 175.00	$ 700.00	$ 177.00	$ 708.00
104	662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	38,931	LF	$ 1.00	$ 38,931.00	$ 0.38	$ 14,793.78	$ 0.40	$ 15,572.40	$0.40	$ 15,572.40	$ 0.50	$ 19,465.50	$ 1.00	$ 38,931.00	$ 0.40	$ 15,572.40
105	662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	3,946	LF	$ 1.00	$ 3,946.00	$ 0.85	$ 3,354.10	$ 0.92	$ 3,630.32	$1.00	$ 3,946.00	$ 1.00	$ 3,946.00	$ 1.00	$ 3,946.00	$ 0.95	$ 3,748.70
106	662-6075	WK ZN PAV MRK REMOV (W)24"(SLD)	12	LF	$ 15.00	$ 180.00	$ 3.20	$ 38.40	$ 3.45	$ 41.40	$3.25	$ 39.00	$ 4.00	$ 48.00	$ 4.00	$ 48.00	$ 3.55	$ 42.60
107	662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	4,267	LF	$ 1.00	$ 4,267.00	$ 0.85	$ 3,626.95	$ 0.92	$ 3,925.64	$1.00	$ 4,267.00	$ 1.00	$ 4,267.00	$ 1.00	$ 4,267.00	$ 0.95	$ 4,053.65
108	662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	160	EA	$ 4.00	$ 640.00	$ 2.35	$ 376.00	$ 4.50	$ 720.00	$2.25	$ 360.00	$ 2.00	$ 320.00	$ 1.00	$ 160.00	$ 5.65	$ 904.00
109	662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	1,466	EA	$ 4.00	$ 5,864.00	$ 2.35	$ 3,445.10	$ 4.50	$ 6,597.00	$2.25	$ 3,298.50	$ 2.00	$ 2,932.00	$ 1.00	$ 1,466.00	$ 4.05	$ 5,937.30
110	666-6035	REFL PAV MRK TY I (W)8"(SLD)(090MIL)	2,312	LF	$ 1.50	$ 3,468.00	$ 1.80	$ 4,161.60	$ 1.90	$ 4,392.80	$1.75	$ 4,046.00	$ 2.00	$ 4,624.00	$ 2.00	$ 4,624.00	$ 2.00	$ 4,624.00
111	666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	137	LF	$ 10.00	$ 1,370.00	$ 7.45	$ 1,020.65	$ 8.00	$ 1,096.00	$7.25	$ 993.25	$ 9.00	$ 1,233.00	$ 8.00	$ 1,096.00	$ 8.25	$ 1,130.25
112	666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	10	EA	$ 184.00	$ 1,840.00	$ 196.00	$ 1,960.00	$ 210.00	$ 2,100.00	$190.00	$ 1,900.00	$ 225.00	$ 2,250.00	$ 215.00	$ 2,150.00	$ 219.00	$ 2,190.00
113	666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	8	EA	$ 230.00	$ 1,840.00	$ 290.00	$ 2,320.00	$ 310.00	$ 2,480.00	$285.00	$ 2,280.00	$ 334.00	$ 2,672.00	$ 325.00	$ 2,600.00	$ 320.00	$ 2,560.00
114	666-6110	REFL PAV MRK TY I(W)(BIKE SYML)(090MIL)	2	EA	$ 250.00	$ 500.00	$ 370.00	$ 740.00	$ 400.00	$ 800.00	$365.00	$ 730.00	$ 426.00	$ 852.00	$ 400.00	$ 800.00	$ 410.00	$ 820.00
115	666-6116	REFL PAV MRK TY I (W)(BIKE DOT)(090MIL)	47	EA	$ 5.00	$ 235.00	$ 6.40	$ 300.80	$ 6.75	$ 317.25	$6.25	$ 293.75	$ 7.00	$ 329.00	$ 7.00	$ 329.00	$ 7.10	$ 333.70
116	666-6174	REFL PAV MRK TY II (W) 6" (SLD)	32,697	LF	$ 0.50	$ 16,348.50	$ 0.33	$ 10,790.01	$ 0.34	$ 11,116.98	$0.35	$ 11,443.95	$ 0.40	$ 13,078.80	$ 1.00	$ 32,697.00	$ 0.35	$ 11,443.95
117	666-6178	REFL PAV MRK TY II (W) 8" (SLD)	703	LF	$ 0.80	$ 562.40	$ 1.05	$ 738.15	$ 1.15	$ 808.45	$1.50	$ 1,054.50	$ 1.00	$ 703.00	$ 1.00	$ 703.00	$ 1.20	$ 843.60
118	666-6182	REFL PAV MRK TY II (W) 24" (SLD)	185	LF	$ 3.85	$ 712.25	$ 4.80	$ 888.00	$ 5.20	$ 962.00	$4.70	$ 869.50	$ 5.00	$ 925.00	$ 5.00	$ 925.00	$ 5.30	$ 980.50
119	666-6184	REFL PAV MRK TY II (W) (ARROW)	10	EA	$ 80.50	$ 805.00	$ 80.00	$ 800.00	$ 86.00	$ 860.00	$78.00	$ 780.00	$ 91.00	$ 910.00	$ 85.00	$ 850.00	$ 88.60	$ 886.00
120	666-6192	REFL PAV MRK TY II (W) (WORD)	8	EA	$ 108.00	$ 864.00	$ 160.00	$ 1,280.00	$ 172.00	$ 1,376.00	$155.00	$ 1,240.00	$ 182.00	$ 1,456.00	$ 175.00	$ 1,400.00	$ 177.00	$ 1,416.00
121	666-6202	REFL PAV MRK TY II (W) (BIKE SYMBOL)	2	EA	$ 52.00	$ 104.00	$ 210.00	$ 420.00	$ 230.00	$ 460.00	$210.00	$ 420.00	$ 243.00	$ 486.00	$ 225.00	$ 450.00	$ 236.00	$ 472.00
122	666-6204	REFL PAV MRK TY II (W) (BIKE DOT)	47	EA	$ 3.00	$ 141.00	$ 6.40	$ 300.80	$ 6.75	$ 317.25	$6.25	$ 293.75	$ 7.00	$ 329.00	$ 7.00	$ 329.00	$ 7.10	$ 333.70
123	666-6210	REFL PAV MRK TY II (Y) 6" (SLD)	38,801	LF	$ 0.50	$ 19,400.50	$ 0.33	$ 12,804.33	$ 0.34	$ 13,192.34	$0.35	$ 13,580.35	$ 0.40	$ 15,520.40	$ 1.00	$ 38,801.00	$ 0.35	$ 13,580.35
124	666-6285	REF PROF PAV MRK TY I(W)6"(SLD)(090MIL)	39,305	LF	$ 1.30	$ 51,096.50	$ 0.90	$ 35,374.50	$ 0.95	$ 37,339.75	$0.90	$ 35,374.50	$ 1.00	$ 39,305.00	$ 1.00	$ 39,305.00	$ 1.00	$ 39,305.00
125	666-6289	REF PROF PAV MRK TY I(Y)6"(SLD)(090MIL)	36,772	LF	$ 1.30	$ 47,803.60	$ 0.90	$ 33,094.80	$ 0.95	$ 34,933.40	$0.90	$ 33,094.80	$ 1.00	$ 36,772.00	$ 1.00	$ 36,772.00	$ 1.00	$ 36,772.00
126	666-6305	RE PM W/RET REQ TY I (W)6"(BRK)(090MIL)	117	LF	$ 1.10	$ 128.70	$ 1.20	$ 140.40	$ 1.25	$ 146.25	$1.25	$ 146.25	$ 1.00	$ 117.00	$ 1.00	$ 117.00	$ 1.30	$ 152.10
127	666-6324	RE PM W/RET REQ TY II (W) 6" (BRK)	117	LF	$ 50.00	$ 5,850.00	$ 0.33	$ 38.61	$ 0.34	$ 39.78	$0.35	$ 40.95	$ 0.40	$ 46.80	$ 1.00	$ 117.00	$ 0.35	$ 40.95
128	666-6325	RE PM W/RET REQ TY II (W) 6" (SLD)	4,579	LF	$ 66.00	$ 302,214.00	$ 0.33	$ 1,511.07	$ 0.34	$ 1,556.86	$0.35	$ 1,602.65	$ 0.40	$ 1,831.60	$ 1.00	$ 4,579.00	$ 0.35	$ 1,602.65
129	672-6007	REFL PAV MRKR TY I-C	71	EA	$ 6.70	$ 475.70	$ 6.10	$ 433.10	$ 6.75	$ 479.25	$6.00	$ 426.00	$ 7.00	$ 497.00	$ 7.00	$ 497.00	$ 6.80	$ 482.80
130	672-6009	REFL PAV MRKR TY II-A-A	537	EA	$ 6.70	$ 3,597.90	$ 6.10	$ 3,275.70	$ 6.50	$ 3,490.50	$6.00	$ 3,222.00	$ 7.00	$ 3,759.00	$ 7.00	$ 3,759.00	$ 6.80	$ 3,651.60
131	3076-6001	D-GR HMA TY-B PG64-22	10,716	TON	$ 109.00	$ 1,168,044.00	$ 95.00	$ 1,018,020.00	$ 100.00	$ 1,071,600.00	$96.00	$ 1,028,736.00	$ 143.00	$ 1,532,388.00	$ 105.00	$ 1,125,180.00	$ 109.00	$ 1,168,044.00
132	3076-6040	D-GR HMA TY-D PG70-22	9,042	TON	$ 135.00	$ 1,220,670.00	$ 120.00	$ 1,085,040.00	$ 125.00	$ 1,130,250.00	$118.00	$ 1,066,956.00	$ 174.00	$ 1,573,308.00	$ 130.00	$ 1,175,460.00	$ 136.00	$ 1,229,712.00
133	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	300	DAY	$ 180.00	$ 54,000.00	$ 170.00	$ 51,000.00	$ 120.00	$ 36,000.00	$45.00	$ 13,500.00	$ 78.00	$ 23,400.00	$ 75.00	$ 22,500.00	$ 81.90	$ 24,570.00
134	6185-6002	TMA (STATIONARY)	203	DAY	$ 330.00	$ 66,990.00	$ 0.01	$ 2.03	$ 215.00	$ 43,645.00	$240.00	$ 48,720.00	$ 227.00	$ 46,081.00	$ 225.00	$ 45,675.00	$ 350.00	$ 71,050.00
135	6185-6003	TMA (MOBILE OPERATION)	184	HR	$ 100.00	$ 18,400.00	$ 100.00	$ 18,400.00	$ 87.00	$ 16,008.00	$80.00	$ 14,720.00	$ 91.00	$ 16,744.00	$ 95.00	$ 17,480.00	$ 84.80	$ 15,603.20
CITY OF GEORGETOWN WATER LINE																		
136	160 WC02 - COG	FURNISHING AND PLACING TOPSOIL (4")	33280	SY	$ 5.75	$ 191,360.00	$ 1.75	$ 58,240.00	$ 2.00	$ 66,560.00	$6.00	$ 199,680.00	$ 1.00	$ 33,280.00	$ 4.00	$ 133,120.00	$ 2.75	$ 91,520.00
137	161 WC01 - COG	EROSION CONTROL COMPOST (3")	8320	SY	$ 3.06	$ 25,417.60	$ 3.35	$ 27,872.00	$ 4.50	$ 37,440.00	$3.75	$ 31,200.00	$ 3.20	$ 26,624.00	$ 10.00	$ 83,200.00	$ 4.00	$ 33,280.00
138	162 WC03 - COG	MULCH TOPDRESSING (5")	8320	SY	$ 1.00	$ 8,320.00	$ 3.90	$ 32,448.00	$ 7.00	$ 58,240.00	$4.00	$ 33,280.00	$ 2.90	$ 24,128.00	$ 6.00	$ 49,920.00	$ 6.15	$ 51,168.00
139	164 WC04 - COG	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	16640	SY	$ 0.89	$ 14,809.60	$ 0.25	$ 4,160.00	$ 0.15	$ 2,496.00	$0.25	$ 4,160.00	$ 0.25	$ 4,160.00	$ 1.00	$ 16,640.00	$ 0.15	$ 2,496.00
140	164 WC05 - COG	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	33280	SY	$ 1.80	$ 59,904.00	$ 0.46	$ 15,308.80	$ 0.26	$ 8,652.80	$0.50	$ 16,640.00	$ 0.50	$ 16,640.00	$ 1.00	$ 33,280.00	$ 0.25	$ 8,320.00
141	166 6002 - COG	FERTILIZER	2.08	TON	$ 1,350.00	$ 2,808.00	$ 2,700.00	$ 5,616.00	$ 2,400.00	$ 4,992.00	$2,750.00	$ 5,720.00	$ 2,625.00	$ 5,460.00	$ 3,000.00	$ 6,240.00	$ 2,190.00	$ 4,555.20
142	168 WC01 - COG	VEGETATIVE WATERING	998.4	MG	$ 540.00	$ 539,136.00	$ 0.01	$ 9.98	$ 94.00	$ 93,849.60	$25.00	$ 24,960.00	$ 33.00	$ 32,947.20	$ 65.00	$ 64,896.00	$ 41.30	$ 41,233.92
143	0500 6001 - COG	MOBILIZATION	1	LS	$ 175,738.53	$ 175,738.53	$ 204,508.72	$ 204,508.72	$ 200,000.00	$ 200,000.00	$350,000.00	$ 350,000.00	$ 400,000.00	$ 400,000.00	$ 45,000.00	$ 45,000.00	$ 224,000.00	$ 224,000.00
144	0502 6001 - COG	BARRICADES, SIGNS AND TRAFFIC HANDLING	10	MO	$ 11,167.00	$ 111,670.00	$ 3,400.00	$ 34,000.00	$ 3,000.00	$ 30,000.00	$3,500.00	$ 35,000.00	$ 2,610.00	$ 26,100.00	$ 12,500.00	$ 125,000.00	$ 1,410.00	$ 14,100.00
145	0506 6002 - COG	ROCK FILTER DAMS (INSTALL)(TY 2)	20	LF	$ 69.00	$ 1,380.00	$ 32.00	$ 640.00	$ 52.00	$ 1,040.00	$32.00	$ 640.00	$ 36.00	$ 720.00	$ 40.00	$ 800.00	$ 35.60	$ 712.00
146	0506 6011 - COG	ROCK FILTER DAMS (REMOVE)	20	LF	$ 15.50	$ 310.00	$ 25.00	$ 500.00	$ 20.00	$ 400.00	$25.00	$ 500.00	$ 9.00	$ 180.00	$ 20.00	$ 400.00	$ 26.10	$ 522.00
147	0506 6038 - COG	TEMP SEDMT CONT FENCE (INSTALL)	3,825	LF	$ 22.00	$ 84,150.00	$ 3.75	$ 14,343.75	$ 4.50	$ 17,212.50	$4.00	$ 15,300.00	$ 4.00	$ 15,300.00	$ 4.00	$ 15,300.00	$ 4.15	$ 15,873.75
148	0506 6039 - COG	TEMP SEDMT CONT FENCE (REMOVE)	3,825	LF	$ 2.25	$ 8,606.25	$ 1.00	$ 3,825.00	$ 1.10	$ 4,207.50	$1.00	$ 3,825.00	$ 0.50	$ 1,912.50	$ 1.00	$ 3,825.00	$ 1.20	$ 4,590.00
149	501S-18	Jacking or Boring, 18" Steel Pipe, ASTM A134	153	LF	$ 480.00	$ 73,440.00	$ 500.00	$ 76,500.00	$ 706.00	$ 108,018.00	$750.00	$ 114,750.00	$ 725.00	$ 110,925.00	$ 505.00	$ 77,265.00	$ 840.00	$ 128,520.00
150	501S-24	Jacking or Boring, 24" Steel Pipe, ASTM A134	116	LF	$ 700.00	$ 81,200.00	$ 610.00	$ 70,760.00	$ 822.00	$ 95,352.00	$675.00	$ 78,300.00	$ 874.00	$ 101,384.00	$ 650.00	$ 75,400.00	$ 990.00	$ 114,840.00
151	501S-48	Jacking or Boring, 48" Steel Pipe, ASTM A134	72	LF	$ 1,400.00	$ 100,800.00	$ 1,245.00	$ 89,640.00	$ 1,500.00	$ 108,000.00	$1,250.00	$ 90,000.00	$ 1,540.00	$ 110,880.00	$ 1,200.00	$ 86,400.00	$ 1,520.00	$ 109,440.00
152	CIP11.06-B	Trench Excavation Safety Protection System (All Depths)	12766	LF	$ 3.25	$ 41,489.50	$ 4.30	$ 54,893.80	$ 1.00	$ 12,766.00	$1.00	$ 12,766.00	$ 0.50	$ 6,383.00	$ 8.00	$ 102,128.00	$ 6.50	$ 82,979.00
153	W2.10.AR-2"	Pipe, 2" PVC SDR-21 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	15	LF	$ 40.00	$ 600.00	$ 135.00	$ 2,025.00	$ 80.00	$ 1,200.00	$150.00	$ 2,250.00	$ 80.00	$ 1,200.00	$ 40.00	$ 600.00	$ 400.00	$ 6,000.00
154	W2.10.AR-3"	Pipe, 3" PVC SDR-21 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	4	LF	$ 60.00	$ 240.00	$ 150.00	$ 600.00	$ 90.00	$ 360.00	$225.00	$ 900.00	$ 91.00	$ 364.00	$ 55.00	$ 220.00	$ 1,470.00	$ 5,880.00
155	W2.10.AR-4"	Pipe, 4" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	12	LF	$ 80.00	$ 960.00	$ 150.00	$ 1,800.00	$ 100.00	$ 1,200.00	$150.00	$ 1,800.00	$ 124.00	$ 1,488.00	$ 60.00	$ 720.00	$ 720.00	$ 8,640.00
156	W1.17.AR-8"	Pipe, 8" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	1,346	LF	$ 110.00	$ 148,060.00	$ 63.00	$ 84,798.00	$ 110.00	$ 148,060.00	$90.00	$ 121,140.00	$ 72.00	$ 96,912.00	$ 80.00	$ 107,680.00	$ 94.30	$ 126,927.80
157	W1.17.AR-12"	Pipe, 12" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	2,183	LF	$ 150.00	$ 327,450.00	$ 98.00	$ 213,934.00	$ 150.00	$ 327,450.00	$160.00	$ 349,280.00	$ 102.00	$ 222,666.00	$ 115.00	$ 251,045.00	$ 138.00	$ 301,254.00
158	W1.17.AR-16"	Pipe, 16" Dia. PVC C-900 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	38	LF	$ 180.00	$ 6,840.00	$ 210.00	$ 7,980.00	$ 250.00	$ 9,500.00	$195.00	$ 7,410.00	$ 205.00	$ 7,790.00	$ 175.00	$ 6,650.00	$ 310.00	$ 11,780.00
159	W1.17.AR-30"	Pipe, 30" Dia. DI CL-150 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	3,499	LF	$ 250.00	$ 874,750.00	$ 435.00	$ 1,522,065.00	$ 520.00	$ 1,819,480.00	$515.00	$ 1,801,985.00	$ 453.00	$ 1,585,047.00	$ 495.00	$ 1,732,005.00	$ 568.00	$ 1,987,432.00
160	W1.17.A-8"	Pipe, 8" Dia. PVC C-900, all depths, Complete in Place, Including Excavation and Backfill	2,115	LF	$ 100.00	$ 211,500.00	$ 57.00	$ 120,555.00	$ 100.00	$ 211,500.00	$74.00	$ 156,510.00	$ 64.00	$ 135,360.00	$ 70.00	$ 148,050.00	$ 105.00	$ 222,075.00
161	W1.17.A-12"	Pipe, 12" Dia. PVC C-900, all depths, Complete in Place, Including Excavation and Backfill	1,328	LF	$ 140.00	$ 185,920.00	$ 85.00	$ 112,880.00	$ 140.00	$ 185,920.00	$130.00	$ 172,640.00	$ 92.00	$ 122,176.00	$ 115.00	$ 152,720.00	$ 121.00	$ 160,688.00
162	W1.17.A-30"	Pipe, 30" Dia. DI CL-200, all depths, Complete in Place, Including Excavation and Backfill	246	LF	$ 250.00	$ 61,500.00	$ 408.00	$ 100,368.00	$ 460.00	$ 113,160.00	$370.00	$ 91,020.00	$ 348.00	$ 85,608.00	$ 375.00	$ 92,250.00	$ 490.00	$ 120,540.00
163	W1.17.B-2"	Pipe, 2" Dia. HDPE DR9, Complete in Place, Including Excavation and Backfill	2,321	LF	$ 45.00	$ 104,445.00	$ 25.00	$ 58,025.00	$ 50.00	$ 116,050.00	$36.00	$ 83,556.00	$ 31.00	$ 71,951.00	$ 35.00	$ 81,235.00	$ 54.00	$ 125,334.00
164	W1.17.C	Ductile Iron Fittings (C-153 Weight Schedule)	16.81	TON	$ 23,000.00	$ 386,630.00	$ 18,000.00	$ 302,580.00	$ 18,000.00	$ 302,580.00	$16,500.00	$ 277,365.00	$ 18,000.00	$ 302,580.00	$ 20,000.00	$ 336,200.00	$ 22,300.00	$ 374,863.00
165	W1.17.D-2"x2"	Wet Connections, 2"x2"	1	EA	$ 1,200.00	$ 1,200.00	$ 675.00	$ 675.00	$ 1,500.00	$ 1,500.00	$2,000.00	$ 2,000.00	$ 933.00	$ 933.00	$ 2,200.00	$ 2,200.00	$ 3,440.00	$ 3,440.00
166	W1.17.D-8"x2"	Wet Connections, 8"x2"	3	EA	$ 3,250.00	$ 9,750.00	$ 1,200.00	$ 3,600.00	$ 2,000.00	$ 6,000.00	$3,000.00	$ 9,000.00	$ 1,110.00	$ 3,330.00	$ 3,000.00	$ 9,000.00	$ 6,900.00	$ 20,700.00
167	W1.17.D-8"x8"	Wet Connections, 8"x8"	3	EA	$ 3,745.00	$ 11,235.00	$ 1,600.00	$ 4,800.00	$ 4,000.00	$ 12,000.00	$5,300.00	$ 15,900.00	$ 2,320.00	$ 6,960.00	$ 3,500.00	$ 10,500.00	$ 6,900.00	$ 20,700.00
168	W1.17.D-12"x12"	Wet Connections, 12"x12"	1	EA	$ 4,815.00	$ 4,815.00	$ 4,200.00	$ 4,200.00	$ 8,000.00	$ 8,000.00	$7,000.00	$ 7,000.00	$ 3,940.00	$ 3,940.00	$ 5,000.00	$ 5,000.00	$ 11,300.00	$ 11,300.00

Williamson County Road Bond Program
CR 255 Realignment
December 18, 2024

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Jordan Foster Construction LLC		MA Smith Contracting Co., Inc		Chasco Constructors		Cash Construction Co., Inc.		Joe Bland Construction LLC		Capital Excavation Co	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
169	W1.17.D-16"x15"	Wet Connections, 16"x15"	2	EA	$ 6,200.00	$ 12,400.00	$ 3,500.00	$ 7,000.00	$ 10,000.00	$ 20,000.00	$8,800.00	$ 17,600.00	$ 3,260.00	$ 6,520.00	$ 12,000.00	$ 24,000.00	$ 8,800.00	$ 17,600.00
170	W1.17.D-30"x30"	Wet Connections, 30"x30"	1	EA	$ 8,500.00	$ 8,500.00	$ 14,000.00	$ 14,000.00	$ 20,000.00	$ 20,000.00	$22,000.00	$ 22,000.00	$ 8,300.00	$ 8,300.00	$ 20,000.00	$ 20,000.00	$ 25,100.00	$ 25,100.00
171	W1.17.F	Waterline Marker	5	EA	$ 500.00	$ 2,500.00	$ 48.00	$ 240.00	$ 500.00	$ 2,500.00	$500.00	$ 2,500.00	$ 475.00	$ 2,375.00	$ 200.00	$ 1,000.00	$ 400.00	$ 2,000.00
172	W3.21.A-8"	Valves, Gate 8" Dia.	10	EA	$ 10,000.00	$ 100,000.00	$ 3,900.00	$ 39,000.00	$ 2,800.00	$ 28,000.00	$3,100.00	$ 31,000.00	$ 2,430.00	$ 24,300.00	$ 2,500.00	$ 25,000.00	$ 3,020.00	$ 30,200.00
173	W3.21.A-12"	Valves, Gate 12" Dia.	22	EA	$ 15,000.00	$ 330,000.00	$ 6,000.00	$ 132,000.00	$ 5,200.00	$ 114,400.00	$5,000.00	$ 110,000.00	$ 4,240.00	$ 93,280.00	$ 4,500.00	$ 99,000.00	$ 4,290.00	$ 94,380.00
174	W3.21.A30"	Valves, Gate 30" Dia.	19	EA	$ 32,000.00	$ 608,000.00	$ 58,000.00	$ 1,102,000.00	$ 56,000.00	$ 1,064,000.00	$54,000.00	$ 1,026,000.00	$ 55,000.00	$ 1,045,000.00	$ 63,750.00	$ 1,211,250.00	$ 58,000.00	$ 1,102,000.00
175	W3.21.B	Fire Hydrant Assembly, Including 6" Gate Valve, 6" Lead Pipe, and Fittings	14	EA	$ 8,560.00	$ 119,840.00	$ 10,900.00	$ 152,600.00	$ 10,500.00	$ 147,000.00	$12,500.00	$ 175,000.00	$ 10,000.00	$ 140,000.00	$ 8,250.00	$ 115,500.00	$ 10,900.00	$ 152,600.00
176	W3.21.E-2"	Combination Air Valve and Vault, 2"	6	EA	$ 5,000.00	$ 30,000.00	$ 7,600.00	$ 45,600.00	$ 6,200.00	$ 37,200.00	$6,000.00	$ 36,000.00	$ 4,750.00	$ 28,500.00	$ 5,250.00	$ 31,500.00	$ 7,600.00	$ 45,600.00
177	W4.05-4"	Encasement Pipe, 4" Dia., Steel	1,496	LF	$ 100.00	$ 149,600.00	$ 43.00	$ 64,328.00	$ 120.00	$ 179,520.00	$68.00	$ 101,728.00	$ 76.00	$ 113,696.00	$ 50.00	$ 74,800.00	$ 78.50	$ 117,436.00
178	W4.05-18"	Encasement Pipe, 18" Dia., Steel	304	LF	$ 240.00	$ 72,960.00	$ 115.00	$ 34,960.00	$ 150.00	$ 45,600.00	$170.00	$ 51,680.00	$ 134.00	$ 40,736.00	$ 135.00	$ 41,040.00	$ 191.00	$ 58,064.00
179	W4.05-24"	Encasement Pipe, 24" Dia., Steel	90	LF	$ 280.00	$ 25,200.00	$ 450.00	$ 40,500.00	$ 190.00	$ 17,100.00	$325.00	$ 29,250.00	$ 183.00	$ 16,470.00	$ 185.00	$ 16,650.00	$ 370.00	$ 33,300.00
180	W4.05-48"	Encasement Pipe, 48" Dia., Steel	579	LF	$ 500.00	$ 289,500.00	$ 540.00	$ 312,660.00	$ 590.00	$ 341,610.00	$700.00	$ 405,300.00	$ 449.00	$ 259,971.00	$ 515.00	$ 298,185.00	$ 650.00	$ 376,350.00
181	SP.W2.10.A-2"	Restrain Existing PVC Pipe, 2" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	4	EA	$ 1,500.00	$ 6,000.00	$ 372.00	$ 1,488.00	$ 900.00	$ 3,600.00	$1,550.00	$ 6,200.00	$ 1,250.00	$ 5,000.00	$ 95.00	$ 380.00	$ 1,500.00	$ 6,000.00
182	SP.W2.10.A-3"	Restrain Existing PVC Pipe, 3" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	1	EA	$ 2,000.00	$ 2,000.00	$ 450.00	$ 450.00	$ 1,000.00	$ 1,000.00	$2,000.00	$ 2,000.00	$ 1,880.00	$ 1,880.00	$ 1,000.00	$ 1,000.00	$ 5,500.00	$ 5,500.00
183	SP.W2.10.A-8"	Restrain Existing PVC Pipe, 8" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	2	EA	$ 7,490.00	$ 14,980.00	$ 1,200.00	$ 2,400.00	$ 1,400.00	$ 2,800.00	$3,450.00	$ 6,900.00	$ 3,450.00	$ 6,900.00	$ 750.00	$ 1,500.00	$ 3,420.00	$ 6,840.00
184	SP.W1.17.A-12"	Restrain Existing PVC Pipe, 8" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	5	EA	$ 9,630.00	$ 48,150.00	$ 3,700.00	$ 18,500.00	$ 3,000.00	$ 15,000.00	$6,200.00	$ 31,000.00	$ 8,790.00	$ 43,950.00	$ 750.00	$ 3,750.00	$ 3,550.00	$ 17,750.00
185	SP.W2.10.A-15"	Restrain Existing PVC Pipe, 15" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	2	EA	$ 11,000.00	$ 22,000.00	$ 1,000.00	$ 2,000.00	$ 5,000.00	$ 10,000.00	$4,100.00	$ 8,200.00	$ 4,670.00	$ 9,340.00	$ 4,250.00	$ 8,500.00	$ 7,200.00	$ 14,400.00
186	SP.W3.21.A	Water Service Reconnection, including 2" Corporation Stop, Fittings, Tap to existing or proposed Main, connection to existing service pipe, and plugging of existing service pipe to be abandoned or removal of existing pipe	8	EA	$ 5,000.00	$ 40,000.00	$ 2,900.00	$ 23,200.00	$ 2,000.00	$ 16,000.00	$3,800.00	$ 30,400.00	$ 2,310.00	$ 18,480.00	$ 7,500.00	$ 60,000.00	$ 3,460.00	$ 27,680.00
187	SP.W3.21.B	Water Meter Relocation and Reconnection, including 2" Corporation Stop, Fittings, Tap to existing or proposed Main, relocation of existing meter in new meter box, connection to existing service pipe, and plugging of existing service pipe to be abandoned or removal of existing pipe	19	EA	$ 5,500.00	$ 104,500.00	$ 3,100.00	$ 58,900.00	$ 6,000.00	$ 114,000.00	$4,000.00	$ 76,000.00	$ 2,550.00	$ 48,450.00	$ 4,000.00	$ 76,000.00	$ 2,460.00	$ 46,740.00
188	SP.W3.21.C-3"x3"	Pressure Tap, 3"x3", including 2" tapping sleeve, 3" gate valve	1	EA	$ 3,868.60	$ 3,868.60	$ 5,800.00	$ 5,800.00	$ 3,800.00	$ 3,800.00	$10,000.00	$ 10,000.00	$ 6,860.00	$ 6,860.00	$ 5,500.00	$ 5,500.00	$ 7,000.00	$ 7,000.00
189	SP.W3.21.C-12"x12"	Pressure Tap, 12"x12", including 12" full-body sleeve with 12" gate valve	6	EA	$ 11,662.86	$ 69,977.15	$ 13,500.00	$ 81,000.00	$ 12,000.00	$ 72,000.00	$16,000.00	$ 96,000.00	$ 13,000.00	$ 78,000.00	$ 11,750.00	$ 70,500.00	$ 18,300.00	$ 109,800.00
190	SP.W3.21.C-30"x8"	Pressure Tap, 30"x8", including 30" full-body sleeve with 8" gate valve	1	EA	$ 14,250.00	$ 14,250.00	$ 12,500.00	$ 12,500.00	$ 48,000.00	$ 48,000.00	$15,000.00	$ 15,000.00	$ 23,000.00	$ 23,000.00	$ 21,750.00	$ 21,750.00	$ 63,000.00	$ 63,000.00
191	SP.W3.21.D-3"	Line Stop, 3"	1	EA	$ 4,550.00	$ 4,550.00	$ 5,300.00	$ 5,300.00	$ 6,500.00	$ 6,500.00	$4,250.00	$ 4,250.00	$ 11,000.00	$ 11,000.00	$ 9,500.00	$ 9,500.00	$ 13,200.00	$ 13,200.00
192	SP.W3.21.D-12	Line Stop, 12"	6	EA	$ 9,230.00	$ 55,380.00	$ 14,700.00	$ 88,200.00	$ 12,000.00	$ 72,000.00	$11,000.00	$ 66,000.00	$ 18,000.00	$ 108,000.00	$ 16,500.00	$ 99,000.00	$ 18,400.00	$ 110,400.00
193	SP.W3.21.G-2"	PVC C-900 to PVC SDR-21/26 Transition Adapter, 2" Dia.	4	EA	$ 150.00	$ 600.00	$ 435.00	$ 1,740.00	$ 160.00	$ 640.00	$250.00	$ 1,000.00	$ 302.00	$ 1,208.00	$ 1,200.00	$ 4,800.00	$ 2,190.00	$ 8,760.00
194	SP.W3.21.G-12"	PVC C-900 to PVC SDR-21/26 Transition Adapter, 12" Dia.	1	EA	$ 750.00	$ 750.00	$ 1,280.00	$ 1,280.00	$ 500.00	$ 500.00	$750.00	$ 750.00	$ 1,080.00	$ 1,080.00	$ 1,500.00	$ 1,500.00	$ 6,600.00	$ 6,600.00
195	SP.W3.21.G-15"	PVC C-900 to PVC SDR-21/26 Transition Adapter, 15" Dia.	1	EA	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 1,400.00	$ 1,400.00	$2,000.00	$ 2,000.00	$ 3,230.00	$ 3,230.00	$ 2,500.00	$ 2,500.00	$ 6,600.00	$ 6,600.00
196	SP.W3.21.H-8"	Foster Adapter, 8" Dia.	1	EA	$ 1,000.00	$ 1,000.00	$ 650.00	$ 650.00	$ 220.00	$ 220.00	$500.00	$ 500.00	$ 435.00	$ 435.00	$ 1,200.00	$ 1,200.00	$ 6,800.00	$ 6,800.00
197	SP.W3.21.I	New Water Meter Installation and Connection, including 2" Corporation Stop, Fittings, Tap to existing or proposed Main, Meter Box	1	EA	$ 1,200.00	$ 1,200.00	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$5,000.00	$ 5,000.00	$ 2,210.00	$ 2,210.00	$ 3,000.00	$ 3,000.00	$ 2,560.00	$ 2,560.00
198	SP.W1.17.A	16"X14" Reducing Coupling	2	EA	$ 2,500.00	$ 5,000.00	$ 3,000.00	$ 6,000.00	$ 2,500.00	$ 5,000.00	$2,700.00	$ 5,400.00	$ 3,230.00	$ 6,460.00	$ 2,500.00	$ 5,000.00	$ 7,600.00	$ 15,200.00
199	G4.05.C	Concrete Trench Cap (6" Thick, 2000 PSI)	131	LF	$ 270.00	$ 35,370.00	$ 33.00	$ 4,323.00	$ 150.00	$ 19,650.00	$75.00	$ 9,825.00	$ 90.00	$ 11,790.00	$ 240.00	$ 31,440.00	$ 106.00	$ 13,886.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.																		
200	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	17,334	DOL	$ 1.00	$ 17,334.00	$ 1.00	$ 17,334.00	$ 1.00	$ 17,334.00	$ 1.00	$ 17,334.00	$ 1.00	$ 17,334.00	$ 1.00	$ 17,334.00	$ 1.00	$ 17,334.00
201	999-WC01	FORCE ACCOUNT	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
202	999-WC02	FORCE ACCOUNT - CITY OF GEORGETOWN WATERLINE	25,000	DOL	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00	$ 1.00	$ 25,000.00
203	3076-WC01	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	161,311	DOL	$ 1.00	$ 161,311.00	$ 1.00	$ 161,311.00	$ 1.00	$ 161,311.00	$ 1.00	$ 161,311.00	$ 1.00	$ 161,311.00	$ 1.00	$ 161,311.00	$ 1.00	$ 161,311.00
204	3076-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	171,607	DOL	$ 1.00	$ 171,607.00	$ 1.00	$ 171,607.00	$ 1.00	$ 171,607.00	$ 1.00	$ 171,607.00	$ 1.00	$ 171,607.00	$ 1.00	$ 171,607.00	$ 1.00	$ 171,607.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 28,152,091.01**		**$ 20,847,300.93**		**$ 21,024,483.44**		**$ 21,519,595.00**		**$ 21,882,836.55**		**$ 23,633,462.00**		**$ 23,644,765.13**
		ACTUAL BID PROPOSAL						$20,847,300.93		$21,024,483.44		$21,519,595.00		$21,882,836.55		$23,633,462.00		$23,644,765.13
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		N		N
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		N

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

December 20, 2024

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 255 Realignment
Williamson County Project No. 25IFB9
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed and the apparent low bid (Jordan Foster Construction LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Jordan Foster Construction LLC	$20,847,300.93
2.	MA Smith Contracting Co., Inc	$21,024,483.44
3.	Chasco Constructors	$21,519,595.00
4.	Cash Construction Co., Inc.	$21,882,836.55
5.	Joe Bland Construction LLC	$23,633,462.00
6.	Capital Excavation Co	$23,644,765.13

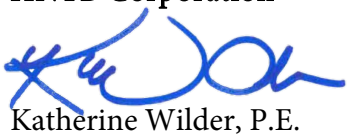
The lowest bidder was $7,304,790.08 lower than the Engineers Estimate of $28,152,091.01, a cost savings of 25.95%. The bidding was competitive with the lowest two bidders being within 0.8% of each other.

In addition to meeting the bid qualifications subject to being the low bidder, Jordan Foster Construction LLC has completed previous projects for Williamson County including CR 404 at FM 973, Seward Junction Southwest & South Improvements, Southwest Bypass Segment 1 and RM 620 Safety Improvements. Based on the quality of work performed by the Contractor and favorable working relationship with the County and its Representatives, we therefore concur with the recommendation of the Design Engineer, Seiler Lankes Group, LLC, for award of the CR 255 Realignment construction contract to Jordan Foster Construction LLC in the amount of $20,847,300.93.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Katherine Wilder, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Matt Williamson, Williamson County
Terron Evertson, Williamson County
Christen Eschberger, HNTB Corporation

Seiler Lankes Group
PLANNING • ENGINEERING • CONSTRUCTION

December 19, 2024

Julissa Vasquez
HNTB
101 East Old Settlers Boulevard, suite 225
Round Rock, Texas 78664

Project: County Road 255

Mrs. Vasquez

On December 18, 2024 contractor bids were submitted and opened for County Road 255 project. We have reviewed the bids, and the summary of contractor bid amounts as follows:

1.	Jordan Foster Construction	$20,847,300.93
2.	MA Smith Contracting	$21,024,483.44
3.	Chasco Constructors	$21,519,595.00
4.	Cash Construction	$21,882,836.55
5.	Joe Bland Construction	$23,633,462.00
6.	Capital Excavation	$23,644,765.13

A detailed bid analysis and comparison is attached for your records. The bid comparison ranged from 26% to 16% below the engineer's estimate of probable cost. There were no errors detected mechanical or otherwise, that would require disqualification of any bidder. Jordan Foster Construction submitted the lowest bid in the amount of $20,847,300.93

Based on the low bid amount, we recommend that Jordan Foster Construction be awarded the contract.

Sincerely,

Seiler Lankes Group, LLC

Gerald Lankes, PE

CEO

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:
2024-1250794

Date Filed:
12/18/2024

Date Acknowledged:

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

Jordan Foster Construction, 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.

25IFB9
CR 255 - for the construction of a two lane roadway, including earthwork, grading, drainage & structures, base course, asphaltic concrete pavement and pavement markings.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Joehl, Doug	El Paso, TX United States	X	
Foster, Paul	El Paso, TX United States	X	
Goodrich, John	El Paso, TX United States	X	
Kell, William	El Paso, TX United States	X	
Bauer, Paul	El Paso, TX United States	X	
Woody, Darren	El Paso, TX United States	X	
Raines, Roy	El Paso, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matt Gold, 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 Texas, on the 18 day of December (month), 20 24 (year).

Kim Coston

KIMBERLY COSTON
Notary Public, State of Texas
Comm. Expires 05-31-2027
Notary ID 129856814

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:
2024-1250794

Date Filed:
12/18/2024

Date Acknowledged:
12/30/2024

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

Jordan Foster Construction, 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.

25IFB9
CR 255 - for the construction of a two lane roadway, including earthwork, grading, drainage & structures, base course, asphaltic concrete pavement and pavement markings.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Joehl, Doug	El Paso, TX United States	X	
Foster, Paul	El Paso, TX United States	X	
Goodrich, John	El Paso, TX United States	X	
Kell, William	El Paso, TX United States	X	
Bauer, Paul	El Paso, TX United States	X	
Woody, Darren	El Paso, TX United States	X	
Raines, Roy	El Paso, 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 **35.**

Meeting Date: 01/07/2025

KC Engineering 21RFSQ14 WA1 SA1 On Call Drainage & Roadways

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 1 to Work Authorization No 1 under Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to March 31, 2026, and increase the maximum amount payable to $100,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA1 SA1 On Call Drainage & Roadways

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/02/2025 11:14 AM
County Judge Exec Asst.	Delia Colon	01/02/2025 11:33 AM
Form Started By: Vicky Edwards		Started On: 12/20/2024 10:42 AM
Final Approval Date: 01/02/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Design Engineering Services for Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. _1__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective March 21, 2023 (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 **March 31, 2026**. 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).

II. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**. 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: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
December 20, 2024	_____
Date	Date

Attachment C - Work Schedule

KC Engineering, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **36.**

Meeting Date: 01/07/2025

Kimley Horn 24RFSQ17 R&B WA1 SA1 Traffic Engr Svcs

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 1 to Work Authorization No 1 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024, for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $100,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kimley Horn 24RFSQ17 R&B WA1 SA1 Traffic Engr Svcs

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/18/2024 04:01 PM
County Judge Exec Asst.	Delia Colon	12/19/2024 09:45 AM
Form Started By: Vicky Edwards		Started On: 12/17/2024 01:26 PM
Final Approval Date: 12/19/2024		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Traffic Engineering Services

This Supplemental Work Authorization No. _1__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Kimley-Horn and Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **June 11, 2024** (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 maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$100,000.00**. 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
Trey Neal	Bill Gravell, Jr.
Printed Name	Printed Name
Vice President	Williamson County Judge
Title	Title
12/16/2024	
Date	Date

Attachment C - Work Schedule

Kimley Horn and Associates, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **37.**

Meeting Date: 01/07/2025

Cobb, Fendley 1811-273 R&B WA4 SA8 On Call Utility Capital Improvement Projects

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. 8 to Work Authorization No. 4 under the Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects. Funding source: 01.0777.0200.009007.

Background

This supplemental is to increase the maximum amount payable to $750,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb, Fendley 1811-273 R&B WA4 SA8 On Call Utility Capital Improvement Projects

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/02/2025 11:14 AM
County Judge Exec Asst.	Delia Colon	01/02/2025 11:36 AM
Form Started By: Vicky Edwards		Started On: 12/27/2024 09:25 AM
Final Approval Date: 01/02/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _8__
TO
WORK AUTHORIZATION NO. __4__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Utility Coordination and Relocation for All Williamson County Road and Bridge Capital Improvement Projects

This Supplemental Work Authorization No. __8_ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb, Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __4__ dated effective **November 3, 2021** (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 maximum amount payable for services under the Work Authorization is hereby increased from **$550,000.00** to **$750,000.00**.

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: Sandra G Khoury	By: _____
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Executive Vice President	Williamson County Judge
Title	Title
12/27/2024	
Date	Date

Attachment C - Work Schedule

Cobb, Fendley & Associates, Inc. will provide a work schedule for the assigned tasks.

ID	Task Name
1	**PROGRAM MANAGEMENT AND COORDINATION**
2	PROJECT QA/QC
3	PROJECT STATUS MEETINGS & REPORTS
4	PROJECT DOCUMENTATION
5	**UTILITY ADJUSTMENT COORDINATION**
6	UTILITY COORDINATION ACTIVITIES & MEETINGS
7	UTILITY AGREEMENT ASSEMBLIES
8	UTILITY TRACKING
9	**SUBSURFACE UTILITY ENGINEERING**
10	QUALITY LEVEL B
11	QUALITY LEVEL A
12	**UTILITY ENGINEERING**
13	UTILITY LAYOUT
14	CONFLICT ASSESSMENT
15	INDIVIDUAL UTILITY MEETINGS
16	**UTILITY PLANNING AND RESEARCH**
17	UTILITY DATA COLLECTION
18	EVALUATION OF UTILITY DATA
19	**RIGHT-OF-WAY COORDINATION**



Williamson County
On Call UC for Wilco Road & Bridge CIP
WA4 SWA8

Task	Project Summary	Manual Task	Start-only
Split	Inactive Task	Duration-only	Finish-only
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks
Summary	Inactive Summary	Manual Summary	External Milestone

Deadline	
Progress	
Manual Progress	

Commissioners Court - Regular Session **38.**

Meeting Date: 01/07/2025

Cobb, Fendley 1811-273 R&B WA5 SA4 Utility Coordination for CR 255

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 5 under Williamson County Contract between Cob, Fendley & Associates, Inc. and Williamson County dated July 16, 2019, for Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd. Funding source: P546.

Background

This supplemental is to increase the maximum amount payable to $370,664.50.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cobb, Fendley 1811-273 R&B WA5 SA4 Utility Coordination for CR 255

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	01/02/2025 11:14 AM
County Judge Exec Asst.	Delia Colon	01/02/2025 11:40 AM
Form Started By: Vicky Edwards		Started On: 12/27/2024 09:25 AM
Final Approval Date: 01/02/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4__
TO
WORK AUTHORIZATION NO. __5__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Utility Coordination for CR 255 from CR 254 to Ronald Reagan Blvd

This Supplemental Work Authorization No. __4_ to Work Authorization No. __5__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb, Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __5__ dated effective **November 3, 2021** (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 maximum amount payable for services under the Work Authorization is hereby increased from $295,664.50 to $370,664.50. 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.

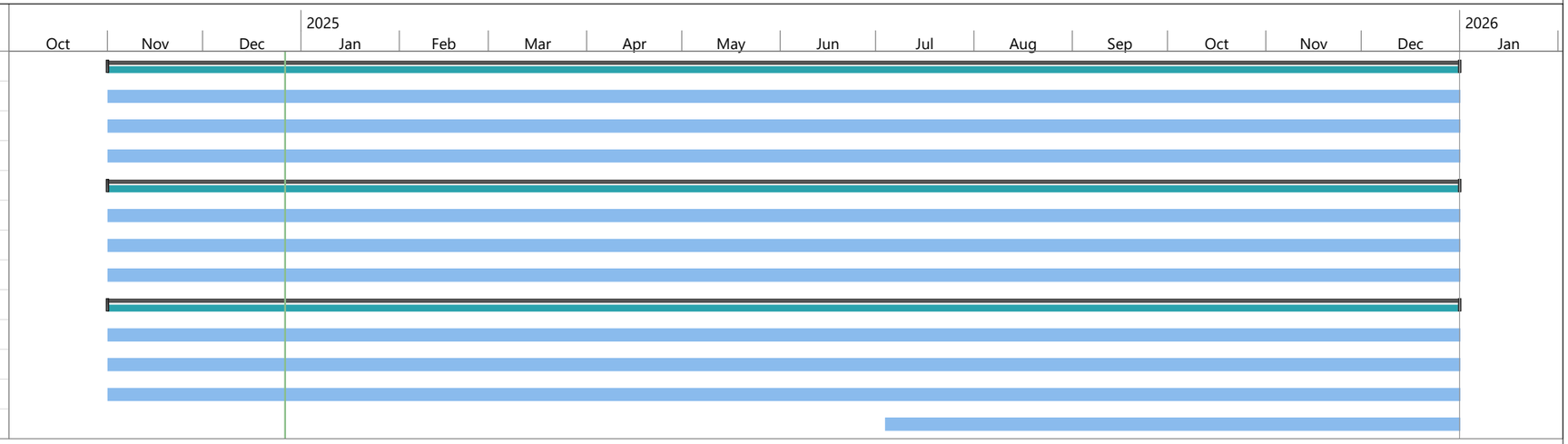
IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**WILLIAMSON COUNTY:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	Bill Gravell, Jr.
Printed Name	Printed Name
Executive Vice President	County Judge
Title	Title
12/27/2024	
Date	Date

Attachment C

Cobb, Fendley & Associates will provide a work schedule for the assigned tasks.

ID	Task Name
1	**PROGRAM MANAGEMENT AND COORDINATION**
2	PROJECT QA/QC
3	PROJECT STATUS MEETINGS & REPORTS
4	PROJECT DOCUMENTATION
5	**UTILITY ADJUSTMENT COORDINATION**
6	UTILITY COORDINATION ACTIVITIES & MEETINGS
7	UTILITY AGREEMENT ASSEMBLIES
8	UTILITY TRACKING
9	**UTILITY ENGINEERING**
10	UTILITY LAYOUT
11	CONFLICT ASSESSMENT
12	INDIVIDUAL UTILITY MEETINGS
13	**RIGHT-OF-WAY COORDINATION**



Williamson County
UC for Wilco R&B - CR 255
WA5 SWA4

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Commissioners Court - Regular Session **39.**

Meeting Date: 01/07/2025

Final plat for the Sunset Ridge Ranch subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the final plat for the Sunset Ridge Ranch subdivision – Precinct 2.

Background

This subdivision consists of 2 single family lots and no new roads. Pursuant to the Commissioners Court action taken December 19, 2024, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2024-06-17 – initial submittal of the final plat
2024-07-17 – 1st review complete with comments
2024-08-02 – 2nd submittal of final plat
2024-08-15 – 2nd review complete with minor comments
2024-10-07 – 3rd submittal of final plat
2024-10-21 – 3rd review complete with comments clear
2024-12-17 – receipt of final plat with signatures
2024-12-19 – County Engineer approval letter sent
2025-01-02 – final placed on the January 7, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Sunset Ridge Ranch

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:27 PM
Form Started By: Adam Boatright		Started On: 01/02/2025 11:44 AM
Final Approval Date: 01/02/2025		

PERIMETER FIELD NOTES:

10.25 ACRES
BEING 10.25 ACRES OF LAND, MORE OR LESS, OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, BEING THAT TRACT CONVEYED TO DARIN HIATT, ET AL, AND DESCRIBED IN DEED RECORDED IN DOCUMENT NO. 2022048541, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AS SURVEYED ON THE GROUND BY TEXAS LAND SURVEYING, INC. ON AUGUST 14TH, 2023, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the east line of Lot 40, Block A, out of Rancho Santa Fe, Section 1, said plat recorded in Document No. 2014101204, of said Official Public Records and the center line of a roadway easement, said easement described in Document No. 2022048541, of said Official Public Records, marking the northwest corner of a tract conveyed to Lamar N. Wallace, et ux, and described in deed recorded in Document No. 2023006351, of said Official Public Records, for the southwest corner of said Hiatt tract and this tract, from which a 1/2 inch iron rod found, marking the southwest corner of said Wallace tract, bears S 06°22'07" E, 412.24 feet;

THENCE: N 07°56'50" W, in part with the east line of said Rancho Santa Fe, Section 1, and the east line of Rancho Santa Fe, Section 2, said plat recorded in Document No. 2019072957, of said Official Public Records, and with the center line of said roadway easement and the west line of said Hiatt tract, at 170.04 feet passing a mag nail found, marking the northeast corner of Lot 52, out of said Rancho Santa Fe, Section 2, also marking the southeast corner of Lot 53, out of said Rancho Santa Fe, Section 2, continuing with the east line of said Rancho Santa Fe, Section 2, the center line of said roadway easement and the west line of said Hiatt tract in all 513.99 feet to a 1/2 inch iron rod found in the north line of said roadway easement, marking the southwest corner of Lot 3, out of Sunset Ridge, said plat recorded in Document No. 2021045562, of said Official Public Records, for the northwest corner of said Hiatt tract and this tract, from which a cotton spindle found, marking an angle point of said Lot 3, also marking the southwest corner of Lot 2, out of said Sunset Ridge, bears N 08°01'18" W, 50.23 feet;

THENCE: N 75°51'10" E, with the south line of said Sunset Ridge and the north line of said roadway easement and said Hiatt tract at 20.06 feet passing an iron rod with yellow cap stamped "Haynie" found, marking the northeast corner of said roadway easement, continuing with the south line of said Sunset Ridge and the north line of said Hiatt tract in all 948.43 feet to a 1/2 inch iron rod found in the west line of Lot 51, out of Carrington Ranch, Phase 1, said plat recorded in Cabinet F, Slide 354, Plat Records, Williamson County, Texas, marking the southeast corner of said Lot 3, for the northeast corner of said Hiatt tract and this tract;

THENCE: S 21°04'48" E, 112.08 feet with the west line of said Lot 51 and the east line of said Hiatt tract to an iron rod with illegible orange cap found, marking the southwest corner of said Lot 51, also marking the northwest corner of Lot 50, for an angle point of said Hiatt tract and this tract;

THENCE: S 21°20'19" E, 65.32 feet with the west line of said Lot 50 and the east line of said Hiatt tract to a 1/2 inch iron rod found, marking an angle point of said Lot 50, for an angle point of said Hiatt tract and this tract;

THENCE: S 21°18'03" E, 208.30 feet with the west line of said Lot 50 and the east line of said Hiatt tract to a 1/2 inch iron rod found, marking the northeast corner of said Wallace tract, for the southeast corner of said Hiatt tract and this tract;

THENCE: S 68°54'01" W, with the north line of said Wallace tract and the south line of said Hiatt tract at 1038.84 feet passing a 1/2 inch iron rod with pink cap stamped "TLS" set in the east line of said roadway easement, continuing in all 1059.38 feet to the POINT OF BEGINNING, containing 10.25 acres of land, more or less.

SHEET 1: COVER SHEET
SHEET 2: PLAT
SHEET 3: SIGNATURE PAGE

FINAL PLAT OF SUNSET RIDGE RANCH SUBDIVISION

WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

SUNSET RIDGE RANCH SUBDIVISION – 10.25 ACRES
10.25 acres of land, more or less, out of the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being that tract conveyed to Darin Hiatt, et al, and described in deed recorded in Document No. 2022048451, Official Public Records, Williamson County, Texas.

GENERAL PLAT NOTES

1. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
2. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain date, in particular, will change over time and the current effective floodplain data takes precedence over floodplain data represented on this plat. It is further understood that the owners of the tract of land covered by this plat must install, at their own expense, all traffic control devices and signage that may be required before the streets in the subdivision have been accepted for maintenance by the County.
3. Maintenance responsibility for 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.
4. Water Service is provided by : City of Georgetown (Lot 1) & Well (Lot 2)
   Wastewater Service is provided by: Septic.
5. Rural mailboxes shall be set three feet from the edge of the pavement or behind curbs when used. All mailboxes within county arterial right-of-way shall meet the current TXDoT standards. Any mailbox that does not meet this requirement may be removed by Williamson County.
6. All sidewalks within this subdivision are to be maintained by each of the adjacent property owners.
7. Maximum of 20% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed and maintained by owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
8. The minimum FFE shall be at least one foot above the adjacent finished grade and BFE. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities ACT (ADA). Recreational vehicle parking pads must also be placed at least one foot above BFE.
9. Driveway maintenance will be the responsibility of the Property Owner. If obstructions occur within the driveway culvert, the County reserves the right to clear obstructions that are causing adverse impacts to the roadway.
10. No lot in this subdivision is encroached by a special flood hazard area inundated by the 100-year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C0275E, Effective Date September 26, 2008, for Williamson County, Texas.
11. The minimum finished floor elevations (FFE) for lots shown on this plat are determined by a study prepared by Goode Faith Engineering, dated May 3rd, 2024.
12. No buildings or structures are permitted in drainage easement. No fences or landscaping are permitted in drainage easements except as approved by Williamson County.
13. This Development is considered exempt from on-site stormwater detention controls based on Williamson County Subdivision Regulation B11.1.2, which states that a proposed development may be considered exempt from providing on-site stormwater detention if the plat has three or less lots for single family residential use, with less than 20% impervious cover per lot.
14. A certificate of compliance is hereby issued for all lots within this subdivision. This certificate of compliance is Valid until such time as FEMA or the County revises or newly adopts floodplain boundaries in this vicinity.
15. This tract is not located within the Edwards Aquifer Recharge Zone (EARZ)

DATE OF PLAT PREPARATION: SEPTEMBER, 2023

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FINAL PLAT OF SUNSET RIDGE RANCH SUBDIVISION

TOTAL ACREAGE: 10.25 ACRES
NO. OF BLOCKS: 1
NO. OF LOTS: 2
NEW STREETS: NONE
SUBMISSION DATE: JUNE 17, 2024
2ND SUBMITTAL: AUGUST 2, 2024
3RD SUBMITTAL:

ENGINEER:
GOODE FAITH ENGINEERING, LLC
ANTHONY GOODE, P.E.
1620 LA JAITA DRIVE, STE 300
CEDAR PARK, TX 78613
(512) 822-1682

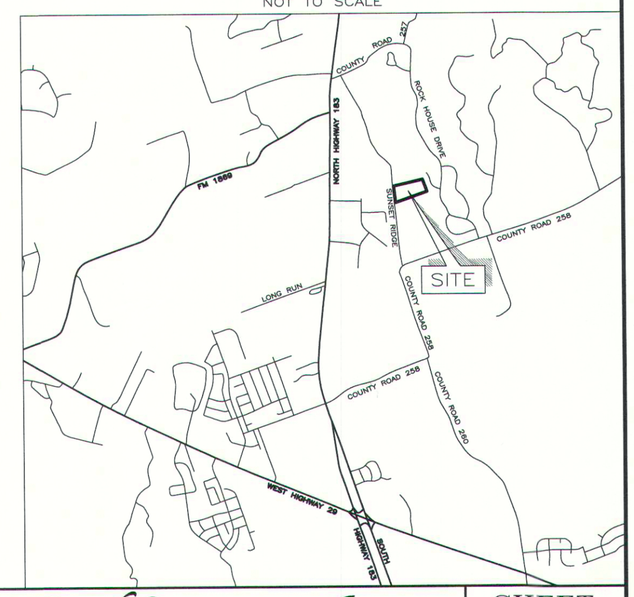
OWNER/SUBDIVIDER:
DARIN HIATT
1133 ALMERIA BEND
LEANDER, TX 78641
(512) 550-9891
HIATT.DARIN@GMAIL.COM

OWNER/SUBDIVIDER:
CLAIR HAWKINS
1133 ALMERIA BEND
LEANDER, TX 78641
(208) 380-1990
BEARHAWKINS@GMAIL.COM

SURVEYOR:
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930-1600

LOCATION MAP

NOT TO SCALE



Texas Land Surveying, Inc.
–A Land Surveying Firm–
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPELS LAND SURVEYING FIRM NO.10056200

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LEGEND	
●	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
✱	COTTON SPINDLE FOUND
⊙	MAG NAIL FOUND
○	1/2" IRON ROD SET WITH PINK CAP STAMPED "TLS"
///	PAVEMENT
●	FENCE POST
— X —	WIRE FENCE
—// —	WOOD FENCE
○	UTILITY POLE
((	GUY ANCHOR
—ET—	ELECTRIC/TELEPHONE LINES
⊠	WATER METER
( )	RECORD INFORMATION
CONC.	CONCRETE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

FINAL PLAT OF

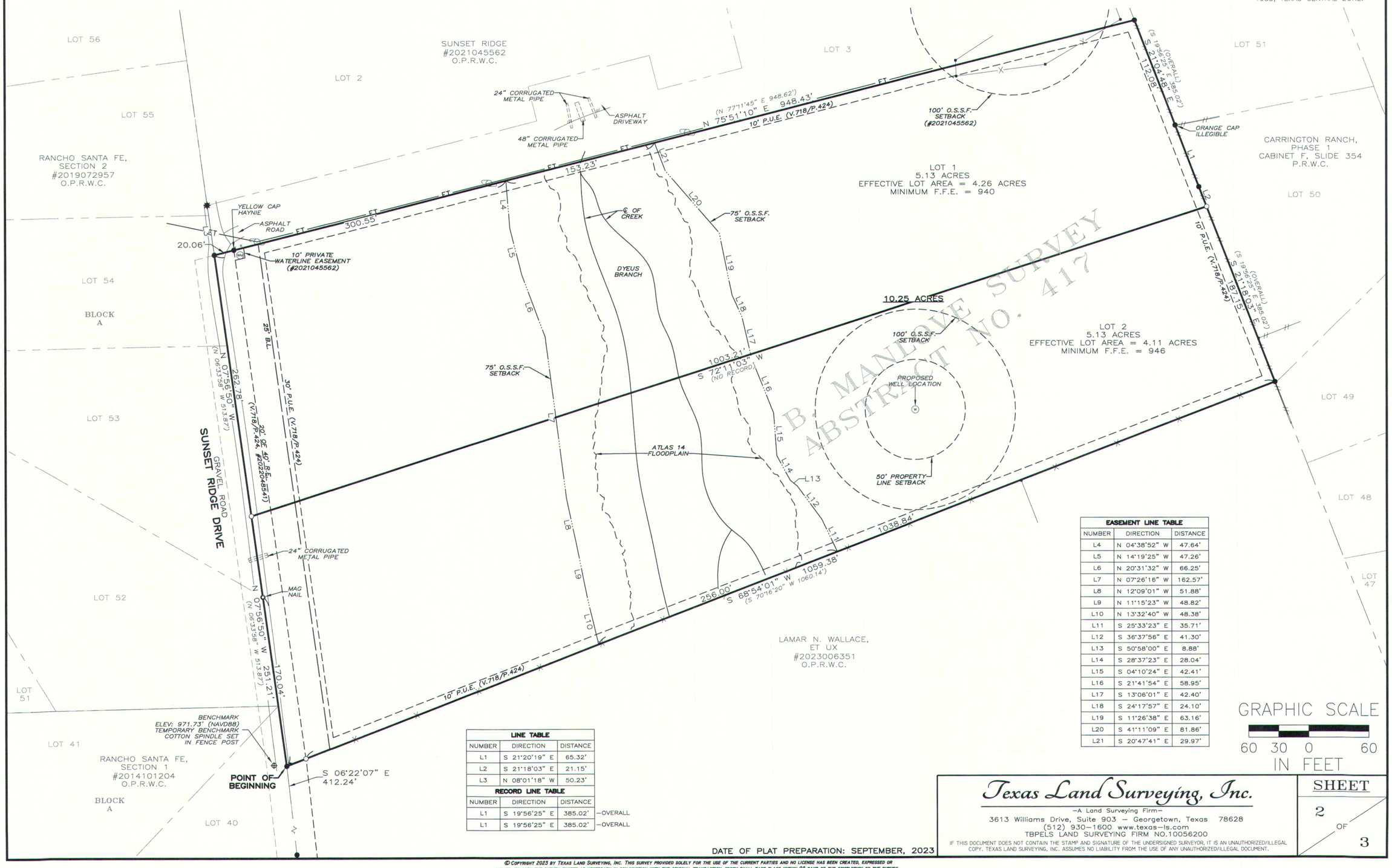
SUNSET RIDGE RANCH SUBDIVISION

WILLIAMSON COUNTY, TEXAS

LEGAL DESCRIPTION:

SUNSET RIDGE RANCH SUBDIVISION – 10.25 ACRES
10.25 acres of land, more or less, out of the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being that tract conveyed to Darin Hiatt, et al, and described in deed recorded in Document No. 2022048451, Official Public Records, Williamson County, Texas.

Scale: 1" = 60'
BEARINGS CITED HEREON BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983, TEXAS CENTRAL ZONE.



LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 21°20'19" E	65.32'
L2	S 21°18'03" E	21.15'
L3	N 08°01'18" W	50.23'
RECORD LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 19°56'25" E	385.02' —OVERALL
L1	S 19°56'25" E	385.02' —OVERALL

EASEMENT LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L4	N 04°38'52" W	47.64'
L5	N 14°19'25" W	47.26'
L6	N 20°31'32" W	66.25'
L7	N 07°26'16" W	162.57'
L8	N 12°09'01" W	51.88'
L9	N 11°15'23" W	48.82'
L10	N 13°32'40" W	48.38'
L11	S 25°33'23" E	35.71'
L12	S 36°37'56" E	41.30'
L13	S 50°58'00" E	8.88'
L14	S 28°37'23" E	28.04'
L15	S 04°10'24" E	42.41'
L16	S 21°41'54" E	58.95'
L17	S 13°06'01" E	42.40'
L18	S 24°17'57" E	24.10'
L19	S 11°26'38" E	63.16'
L20	S 41°11'09" E	81.86'
L21	S 20°47'41" E	29.97'

GRAPHIC SCALE
60 30 0 60
IN FEET

DATE OF PLAT PREPARATION: SEPTEMBER, 2023

Texas Land Surveying, Inc.
—A Land Surveying Firm—
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600 www.texas–ls.com
TBPELS LAND SURVEYING FIRM NO.10056200

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FINAL PLAT OF

SUNSET RIDGE RANCH SUBDIVISION

WILLIAMSON COUNTY, TEXAS

OWNER'S SIGNATURE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

That Darin Hiatt, is the co-owner of the certain 10.25 acres of land shown hereon and described in deed recorded in Document No. 2022048451 of the Official Public Records of Williamson County, Texas, and do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as SUNSET RIDGE RANCH SUBDIVISION

TO CERTIFY WHICH, WITNESS by my hand this 11th day of November 2024.

Darin Hiatt
1133 Almeria Bend
Leander, TX, 78641

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Darin Hiatt, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of November, 2024.

Notary Public in and for the State of Texas
My Commission expires on: 1-11-2026.

HONEY R. CROWLEY
Notary Public, State of Texas
Comm. Expires 01-11-2026
Notary ID 133528342

OWNER'S SIGNATURE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

That Clair Hawkins, is the co-owner of the certain 10.25 acres of land shown hereon and described in deed recorded in Document No. 2022048451 of the Official Public Records of Williamson County, Texas, and do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as SUNSET RIDGE RANCH SUBDIVISION

TO CERTIFY WHICH, WITNESS by my hand this 11th day of November, 2024.

Clair Hawkins
1133 Almeria Bend
Leander, TX, 78641

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Clair Hawkins, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 11th day of November, 2024.

Notary Public in and for the State of Texas
My Commission expires on: 1-11-2026.

HONEY R. CROWLEY
Notary Public, State of Texas
Comm. Expires 01-11-2026
Notary ID 133528342

ENGINEER'S CERTIFICATION:

I, Steven Kirkpatrick, do hereby certify that the information contained on this plat complies with the subdivision regulations adopted by Williamson County, Texas.

Steven Kirkpatrick, P.E.
Registered Professional Engineer
No. 105046 State of Texas

STATE OF TEXAS
STEVEN D. KIRKPATRICK
105046
LICENSED
PROFESSIONAL ENGINEER

11-11-2024

LEGAL DESCRIPTION:

SUNSET RIDGE RANCH SUBDIVISION – 10.25 ACRES
10.25 acres of land, more or less, out of the B. Manlove Survey, Abstract No. 417, Williamson County, Texas, being that tract conveyed to Darin Hiatt, et al, and described in deed recorded in Document No. 2022048451, Official Public Records, Williamson County, Texas.

LIEN HOLDER'S SIGNATURE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF ~~WILLIAMSON~~ FAYETTE §

I, Christopher L. Kaspar, for Round Top State Bank, 2250 North A.W. Grimes Boulevard, Round Rock, Texas 78665, Lien Holder of a certain 10.25 acres of land shown hereon and described in deed recorded in Document No. 2022048451 of the Official Public Records of Williamson County, Texas, do hereby consent to the resubdivision of said tract as shown hereon; do further hereby join, approve and covenant to all restrictions listed herein; and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as SUNSET RIDGE RANCH SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this 25th day of November, 2024.

CHRISTOPHER L. KASPAR
ROUND TOP STATE BANK
2250 NORTH A.W. GRIMES BOULEVARD
ROUND ROCK, TX 78665

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF ~~WILLIAMSON~~ FAYETTE §

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Christopher L. Kaspar, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 25th day of November, 2024.

Notary Public in and for the State of Texas
My Commission expires on: October 2, 2027

CHELSEA TORRES
Notary Public, State of Texas
My Commission Expires
October 02, 2027
NOTARY ID 130393395

DATE OF PLAT PREPARATION: SEPTEMBER, 2023

SURVEYOR'S CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, William C. Stewart, Registered Professional Land Surveyor in the State Of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown hereon were properly placed under my supervision in accordance with the Subdivision Regulations of Williamson County, Texas.
THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE (EAPZ)
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas,

this 6TH day of NOVEMBER, 2024.

William C. Stewart
Registered Professional Land Surveyor No. 5785
State of Texas

STATE OF TEXAS
REGISTERED
WILLIAM C. STEWART
5785
PROFESSIONAL
LAND SURVEYOR

ON-SITE SEWAGE FACILITY APPROVAL

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Adam D. Boatright, PE,
Williamson County Engineer

12/17/2024
Date

911 ADDRESSING APPROVAL

Road name and address assignments verified this the 3 day of December 2024 A.D.

Williamson County Addressing Coordinator
Cindy Bridges

COUNTY JUDGE APPROVAL

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

COUNTY CLERK'S CERTIFICATION:

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 _____ day of _____, 20___, A.D., at __ o'clock ___M., in the Official Public Records of said County, in Instrument No. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

Texas Land Surveying, Inc.
-A Land Surveying Firm-
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600 www.texas-ls.com
TBPELS LAND SURVEYING FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE STAMP AND SIGNATURE OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

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Commissioners Court - Regular Session **40.**

Meeting Date: 01/07/2025

Preliminary plat for the Flora Phase 2 subdivision – Pct 4

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Flora Phase 2 subdivision – Precinct 4.

Background

This proposed subdivision consists of 591 single-family lots, 27 open space/landscape lots, 6 alley lots, 2 park lots, 2 pond lots, 1 open space/drainage lot and 37,926 linear feet of new roads on 209.59 acres. Pursuant to the Commissioners Court action taken on September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

Timeline
2024-08-02 – initial submittal of the preliminary plat
2024-08-30 – 1st review complete with comments
2024-09-20 – 2nd submittal of preliminary plat
2024-10-04 – 2nd review complete with comments
2024-10-16 – 3rd submittal of preliminary plat
2024-10-31 – 3rd review complete with comments
2024-11-21 – 4th submittal of preliminary plat
2024-12-05 – 4th review complete with comments
2024-12-17 – 5th submittal of preliminary plat
2024-12-31 – 5th review complete with clear comments
2024-12-31 – County Engineer approval letter sent
2025-01-02 – preliminary plat placed on the January 7, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat - Flora Ph 2

Form Review

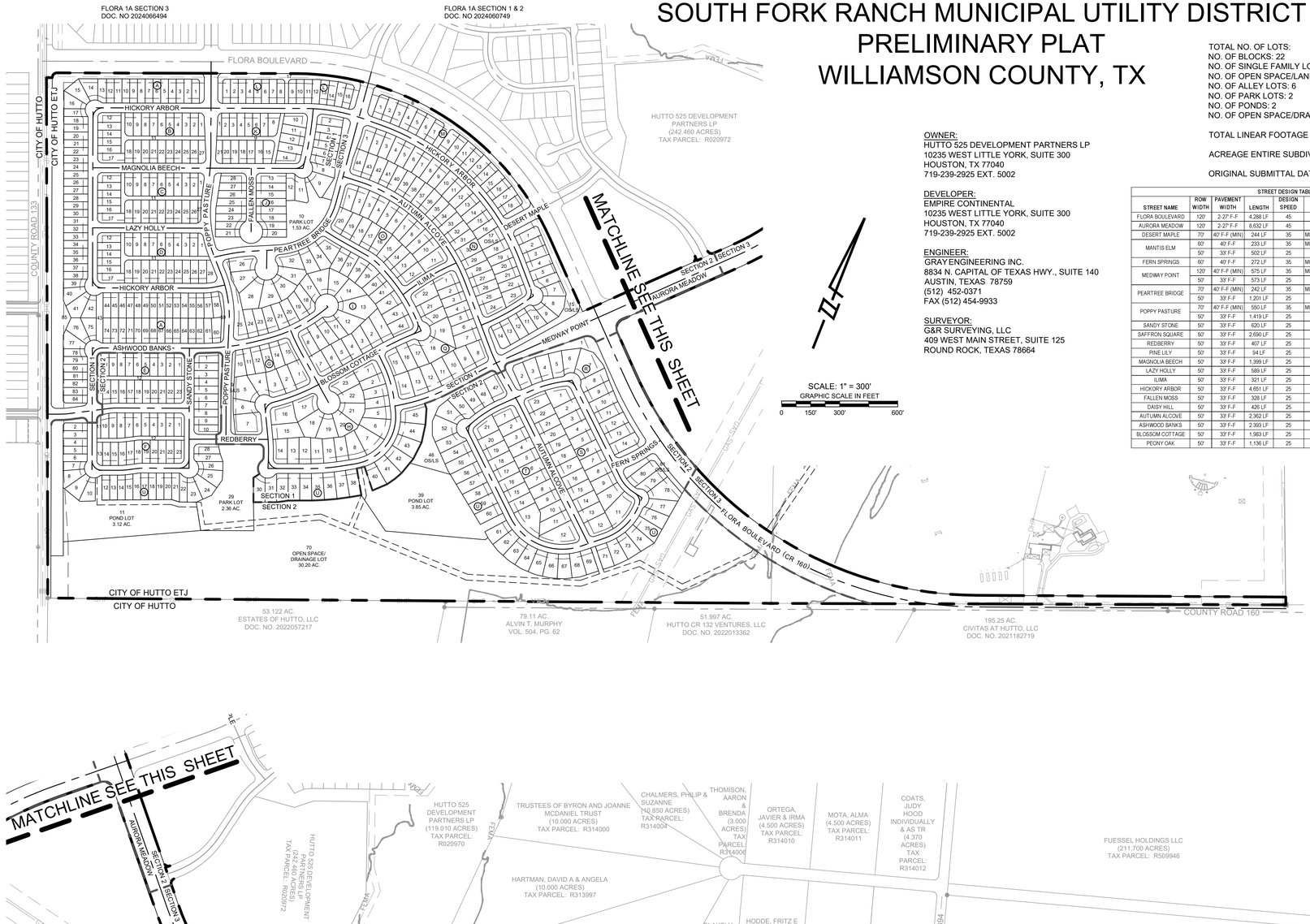
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:48 AM
Form Started By: Adam Boatright		Started On: 11/14/2024 08:58 AM
Final Approval Date: 01/02/2025		

FLORA PHASE 2

SOUTH FORK RANCH MUNICIPAL UTILITY DISTRICT

PRELIMINARY PLAT

WILLIAMSON COUNTY, TX



OWNER:
HUTTO 525 DEVELOPMENT PARTNERS LP
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040
719-239-2925 EXT. 5002

DEVELOPER:
EMPIRE CONTINENTAL
10235 WEST LITTLE YORK, SUITE 300
HOUSTON, TX 77040
719-239-2925 EXT. 5002

ENGINEER:
GRAY ENGINEERING INC.
8834 N. CAPITAL OF TEXAS HWY., SUITE 140
AUSTIN, TEXAS 78759
(512) 452-0371
FAX (512) 454-9933

SURVEYOR:
G&R SURVEYING, LLC
409 WEST MAIN STREET, SUITE 125
ROUND ROCK, TEXAS 78664

SCALE: 1" = 300'
GRAPHIC SCALE IN FEET
0 150' 300' 600'

TOTAL NO. OF LOTS:
NO. OF BLOCKS: 22
NO. OF SINGLE FAMILY LOTS: 591
NO. OF OPEN SPACE/LANDSCAPE LOTS: 27
NO. OF ALLEY LOTS: 6
NO. OF PARK LOTS: 2
NO. OF PONDS: 2
NO. OF OPEN SPACE/DRAINAGE LOTS: 1

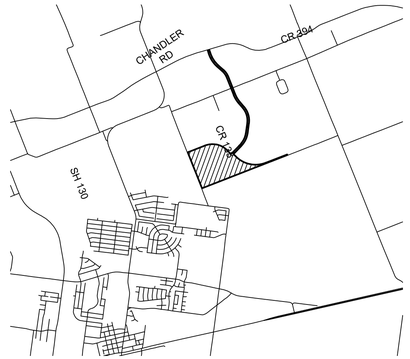
TOTAL LINEAR FOOTAGE OF STREETS: 37,926 LF

ACREAGE ENTIRE SUBDIVISION: 209.59 ACRES

ORIGINAL SUBMITTAL DATE: AUGUST 2, 2024

STREET DESIGN TABLE

STREET NAME	ROW WIDTH	PAVEMENT WIDTH	LENGTH	DESIGN SPEED	CLASSIFICATION	OWNERSHIP
FLORA BOULEVARD	120'	2-27' F-F	4,288 LF	45	ARTERIAL (URBAN RESIDENTIAL)	PUBLIC
AURORA MEADOW	120'	2-27' F-F	8,632 LF	45	ARTERIAL (URBAN RESIDENTIAL)	PUBLIC
DESERT MAPLE	70'	40' F-F (MIN)	244 LF	35	MINOR COLLECTOR (URBAN RESIDENTIAL)	PUBLIC
MANTIS ELM	60'	40' F-F	233 LF	35	MINOR COLLECTOR (URBAN RESIDENTIAL)	PUBLIC
	50'	33' F-F	502 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
FERN SPRINGS	60'	40' F-F	272 LF	35	MINOR COLLECTOR (URBAN RESIDENTIAL)	PUBLIC
MEDWAY POINT	120'	40' F-F (MIN)	575 LF	35	MINOR COLLECTOR (URBAN RESIDENTIAL)	PUBLIC
	50'	33' F-F	573 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
PEARTREE BRIDGE	70'	40' F-F (MIN)	242 LF	35	MINOR COLLECTOR (URBAN RESIDENTIAL)	PUBLIC
	50'	33' F-F	1,201 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
POPPY PASTURE	70'	40' F-F (MIN)	560 LF	35	MINOR COLLECTOR (URBAN RESIDENTIAL)	PUBLIC
	50'	33' F-F	1,419 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
SANDY STONE	50'	33' F-F	620 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
SAFFRON SQUARE	50'	33' F-F	2,690 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
REDBERRY	50'	33' F-F	407 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
PINE LILY	50'	33' F-F	941 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
MAGNOLIA BEECH	50'	33' F-F	1,359 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
LAZY HOLLY	50'	33' F-F	589 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
ILIMA	50'	33' F-F	321 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
HICKORY ARBOR	50'	33' F-F	4,651 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
FALLEN MOSS	50'	33' F-F	328 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
DAISY HILL	50'	33' F-F	426 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
AUTUMN ALCOVE	50'	33' F-F	2,362 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
ASHWOOD BANKS	50'	33' F-F	2,393 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
BLOSSOM COTTAGE	50'	33' F-F	1,983 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC
PEONY OAK	50'	33' F-F	1,136 LF	25	LOCAL (URBAN RESIDENTIAL)	PUBLIC



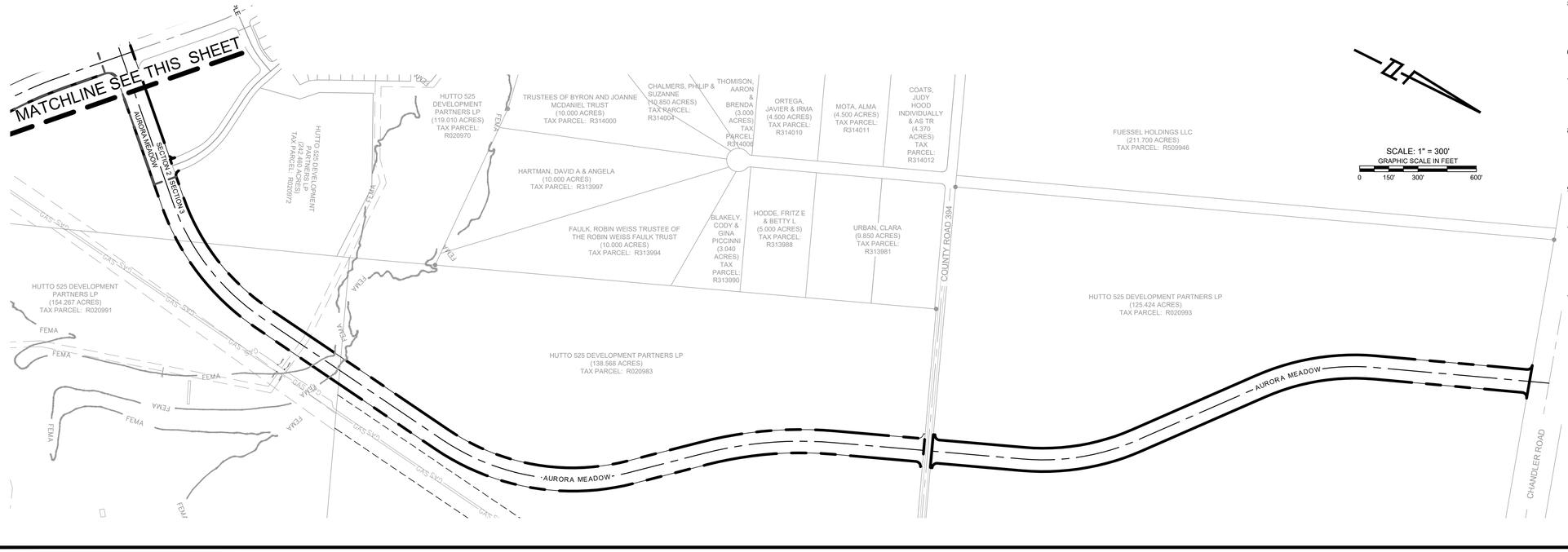
LOCATION MAP
SCALE: 1" = 5000'

Sheet List Table

Sheet Number	Sheet Title
1	COVER
2	PRELIMINARY PLAT (SHEET 1 OF 5)
3	PRELIMINARY PLAT (SHEET 2 OF 5)
4	PRELIMINARY PLAT (SHEET 3 OF 5)
5	PRELIMINARY PLAT (SHEET 4 OF 5)
6	PRELIMINARY PLAT (SHEET 5 OF 5)
7	PRE-DEVELOPED HYDROLOGY MAP
8	POST-DEVELOPED HYDROLOGY MAP

NOTES:

1. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
2. THE CONTRACTOR SHALL OBTAIN A "NOTICE OF PROPOSED INSTALLATION OF UTILITY LINE" PERMIT FROM WILLIAMSON COUNTY FOR ANY WORK PERFORMED IN THE EXISTING COUNTY RIGHT-OF-WAY (DRIVEWAY APRON, WATER MAIN TIE-IN, ETC.) THIS PERMIT APPLICATION WILL REQUIRE A LIABILITY AGREEMENT, A CONSTRUCTION COST ESTIMATE FOR WORK WITHIN THE RIGHT-OF-WAY INCLUDING PAVEMENT REPAIR (IF NEEDED), A PERFORMANCE BOND, CONSTRUCTION PLANS AND, IF NECESSARY, A TRAFFIC CONTROL PLAN. AN INSPECTION FEE, AND A RE-CONSTRUCTION MEETING MAY ALSO BE REQUIRED, DEPENDING ON THE SCOPE OF WORK. THE PERMIT WILL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEER AND MUST ALSO BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT IF ANY ROAD CLOSURE IS INVOLVED.
3. LOTS WITH LESS THAN 50' OF FRONTAGE MAY NOT BE FURTHER SUBDIVIDED. (WCSR F1.2)
4. THE FRONT BUILDING SETBACK LINE ON ALL PUBLIC ROADS SHALL BE 25 FEET FROM THE EDGE OF THE RIGHT-OF-WAY, 10 FEET FROM THE BACK OF LOT LINE AND 5 FEET FROM THE SIDES OF LOT LINES. CORNER LOTS WILL BE 15 FT ON THE RIGHT-OF-WAY SIDE INSTEAD OF 5 FEET. ANY LOTS THAT TAKE VEHICULAR ACCESS FROM AN ALLEY SHALL HAVE A FRONT SETBACK OF 20 FT.
5. UTILITY PROVIDERS WILL BE:
   WATER: JONAH SPECIAL UTILITY DISTRICT
   WASTEWATER: SOUTH FORK RANCH MUNICIPAL UTILITY DISTRICT
6. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
7. RESIDENTIAL DRIVEWAYS SHALL ONLY CONNECT TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 133, FLORA BOULEVARD/COUNTY ROAD 160, AND AURORA MEADOW..
8. A SECOND POINT OF ACCESS, MEETING ALL CRITERIA OF THE MOST RECENTLY ADOPTED FIRE CODE, AS AMENDED, SHALL BE REQUIRED ON ALL PLATS OF RESIDENTIAL SUBDIVISIONS CONTAINING MORE THAN 29 DWELLING UNITS.
9. FIRE LANE STRIPING SHALL BE POSTED ON ONE SIDE OF THE STREET FOR STREETS MORE THAN 26 FEET WIDE AND LESS THAN 32 FEET WIDE.
10. THE ROADS WITHIN THIS SUBDIVISION ARE MAINTAINED BY SOUTH FORK RANCH MUNICIPAL UTILITY DISTRICT IN ACCORDANCE WITH SECTION 8345.105 OF HB 4803. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF CERTIFICATE OF COMPLETION.
11. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED IMPROVEMENTS TO THE OWNER'S PROPERTY, INCLUDING THE EXISTING TOPOGRAPHY, TO EVALUATE THE EXISTING AND PROPOSED DRAINAGE PATTERNS. THERE ARE NO IMPROVEMENTS OR SUBDIVISION OF THE REMAINDER TRACT(S) PROPOSED WITH THIS PRELIMINARY PLAT. A REVISED PRELIMINARY PLAT SHALL BE SUBMITTED AND APPROVED PRIOR TO ANY DIVISION OF REMAINDER TRACT(S) INTO TWO OR MORE PARTS TO LAY OUT (1) A SUBDIVISION OF THE TRACT, INCLUDING AN ADDITION; (2) LOTS; OR (3) STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS OF THE TRACT INTENDED TO BE DEDICATED TO PUBLIC USE OR FOR THE USE OF PURCHASERS OR OWNERS OF LOTS FRONTING ON OR ADJACENT TO THE STREETS, ALLEYS, SQUARES, PARKS, OR OTHER PARTS. A LOT IS ANY PARCEL OR TRACT OF LAND EXCLUSIVE OF ANY ADJOINING ROAD OR ROAD RIGHT-OF-WAY THAT IS SEPARATED FROM OTHER PARCELS BY A LEGAL DESCRIPTION, A SUBDIVISION OF RECORD, OR SURVEY MAP. THE TERMS "STREET" OR "ROAD" ARE INTERCHANGEABLE AND ARE USED TO DESCRIBE ALL VEHICULAR WAYS, REGARDLESS OF ANY OTHER DESIGNATION THEY MAY CARRY OR WHETHER THE STREET OR ROAD WILL BE PUBLIC OR PRIVATELY OWNED.



8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

COVER

PROJECT NO: 1727-11823

DESIGNED BY: MKS

DRAWN BY: MKS

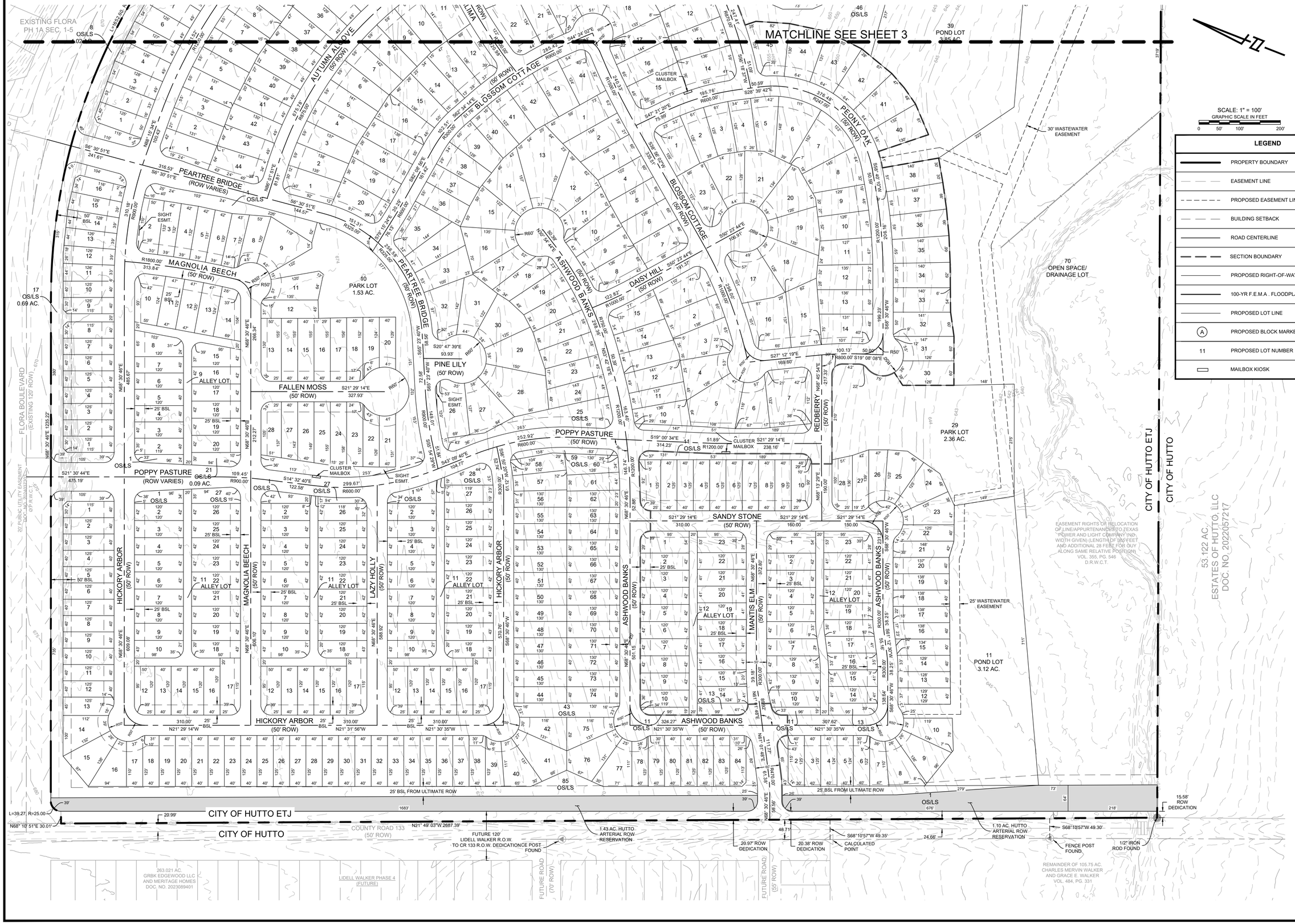
CHECKED BY: JAB

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
BDAM. BERRY
120743
LICENSED PROFESSIONAL ENGINEER
12/17/2024

SHEET 1 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-COVER.DWG DATE: 12/13/2024 3:24:09 PM BY: BELLIOTT



LEGEND

- PROPERTY BOUNDARY
- EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK
- ROAD CENTERLINE
- SECTION BOUNDARY
- PROPOSED RIGHT-OF-WAY
- 100-YR F.E.M.A . FLOODPLAIN
- PROPOSED LOT LINE
- (A) PROPOSED BLOCK MARKER
- 11 PROPOSED LOT NUMBER
- MAILBOX KIOSK

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

PRELIMINARY PLAT (SHEET 1 OF 5)

PROJECT NO: 1727-11823

DESIGNED BY: MKS

DRAWN BY: MKS

CHECKED BY: JAB

NOTICE:
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STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED PROFESSIONAL ENGINEER
12/17/2024

SHEET 2 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-PLAT.DWG DATE: 12/17/2024 8:42:28 AM BY: BELLIOTT

MATCHLINE SEE SHEET 5

MATCHLINE SEE SHEET 4

MATCHLINE SEE SHEET 2

REMAINING 15.039 ACRES OF HUTTO 575 DEVELOPMENT PARTNERS LP (242.46 ACRES) DOC. NO. 2020119607

REMAINING 16.381 ACRES OF HUTTO 575 DEVELOPMENT PARTNERS LP (242.46 ACRES) DOC. NO. 2020119607

FLORA 1A SECTIONS 1&2 DOC NO. 2024060749

60' TEMPORARY TURNAROUND EASEMENT DOC. NO. 2024034105 O.P.R.W.C.T.

75' WIDE EASEMENT TO LONE STAR GAS COMPANY VOL. 523, PG. 101 D.R.W.C.T.

30' PUBLIC UTILITY EASEMENT DOC. NO. 2024012308 O.P.R.W.C.T.

0.104 AC. ACCESS EASEMENT

0.057 AC. GAS EASEMENT

30' WASTEWATER EASEMENT

16' ATMOS GAS EASEMENT DOC. NO. 2020009083 O.P.R.W.C.T.

EASEMENT RIGHTS OF RELOCATION OF LINE APPURTENANCES TO TEXAS POWER AND LIGHT COMPANY (NO WIDTH GIVEN, LENGTH OF 365 FEET AND ADDITIONAL 28 FEET FOR GUY ALONG SAME RELATIVE POSITION) VOL. 253, PG. 546 D.R.W.C.T.

79.11 AC. ALVIN T. MURPHY VOL. 504, PG. 62

FEMA 100 YEAR ZONE A FIRM PANEL NO. 4849C0510F DECEMBER 20, 2019

1/2" IRON ROD FOUND

1/2" IRON ROD FOUND

1/2" IRON ROD FOUND

FLORA BOULEVARD (CR 160) (120' ROW)

AURORA MEADOW (120' ROW)

DHALIA DRIVE (60' ROW)

CYPRUS ROW COURT (60' ROW)

TIMBER VALLEY TRAIL (60' ROW)

FLORA BOULEVARD (EXISTING 120' ROW)

DESERT MAPLE (70' ROW)

HICKORY ARBOR (50' ROW)

ILIMA (60' ROW)

MEDWAY POINT (ROW VARIES)

FERN SPRINGS BLVD. (60' ROW)

SAFFRON SQUARE (50' ROW)

AUTUMN ALCOVE (50' ROW)

COTTAGE

AMENITY CENTER

POND LOT 3.85 AC.

OPEN SPACE/LANDSCAPE

CLUSTER MAILBOX

SIGHT ESMT.

L=39.28, R=25.00
N45° 42' 30"W 25.01'
N44° 16' 03"E 70.00'
S45° 42' 30"E 24.99'
L=39.26, R=25.00

L=78.54, R=50.00

L=1452.00, R=1140.00

SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'

LEGEND

- PROPERTY BOUNDARY
- EASEMENT LINE
- PROPOSED EASEMENT LINE
- BUILDING SETBACK
- ROAD CENTERLINE
- SECTION BOUNDARY
- PROPOSED RIGHT-OF-WAY
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NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

PRELIMINARY PLAT (SHEET 2 OF 5)

PROJECT NO: 1727-11823

DESIGNED BY: MKS

DRAWN BY: MKS

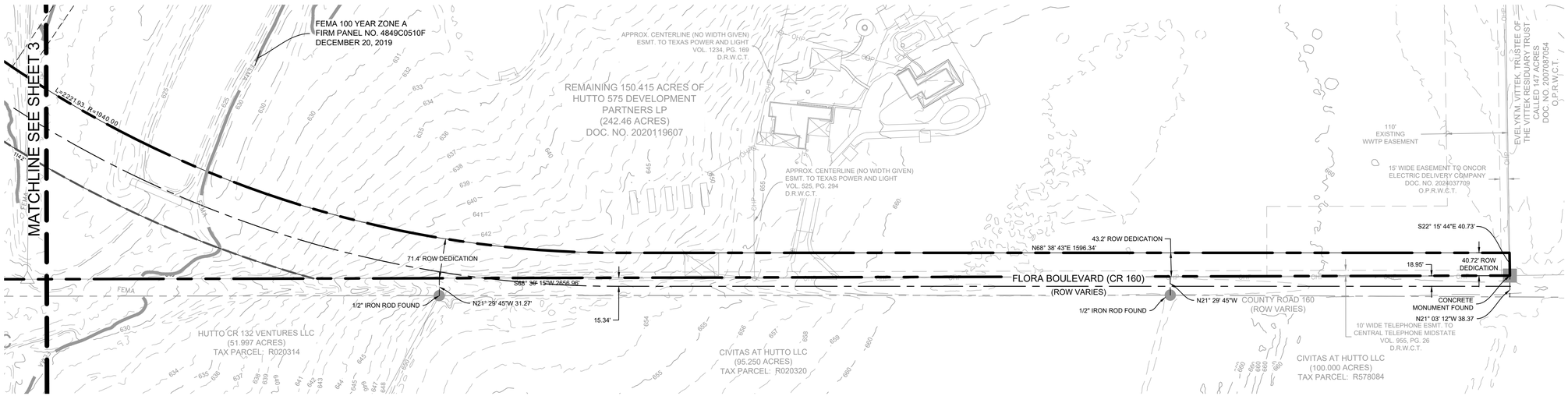
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NOTICE:
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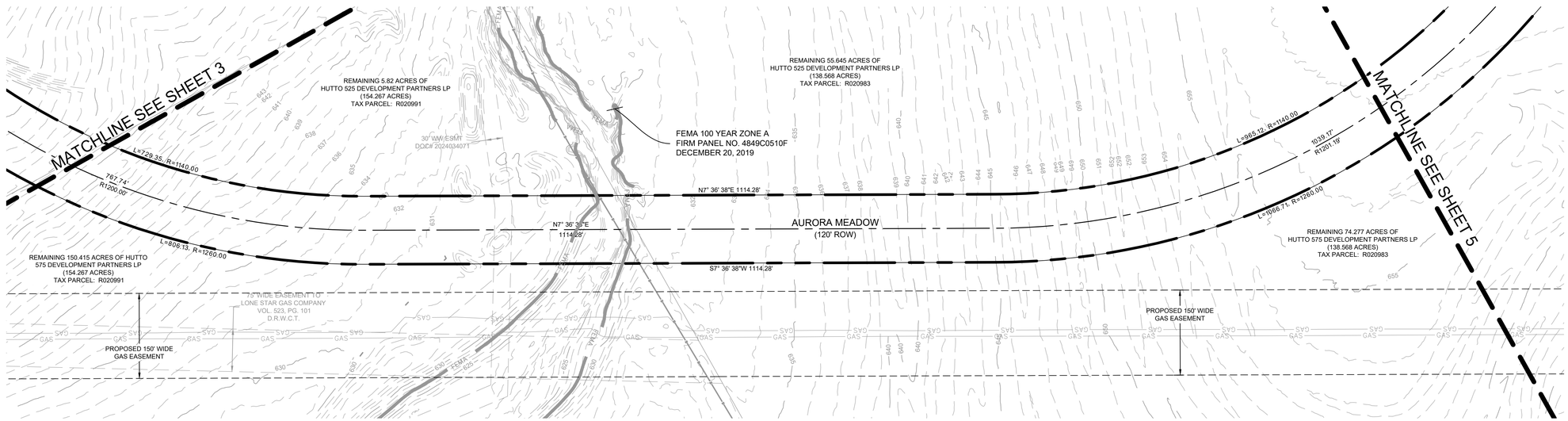
STATE OF TEXAS
BRIAN M. BELL
120743
LICENSED
PROFESSIONAL ENGINEER
12/17/2024

SHEET 3 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-PLAT.DWG DATE: 12/13/2024 3:25:10 PM BY: BELLIOTT



SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'



SCALE: 1" = 100'
GRAPHIC SCALE IN FEET
0 50' 100' 200'

LEGEND	
	PROPERTY BOUNDARY
	EASEMENT LINE
	PROPOSED EASEMENT LINE
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NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

PRELIMINARY PLAT (SHEET 3 OF 5)

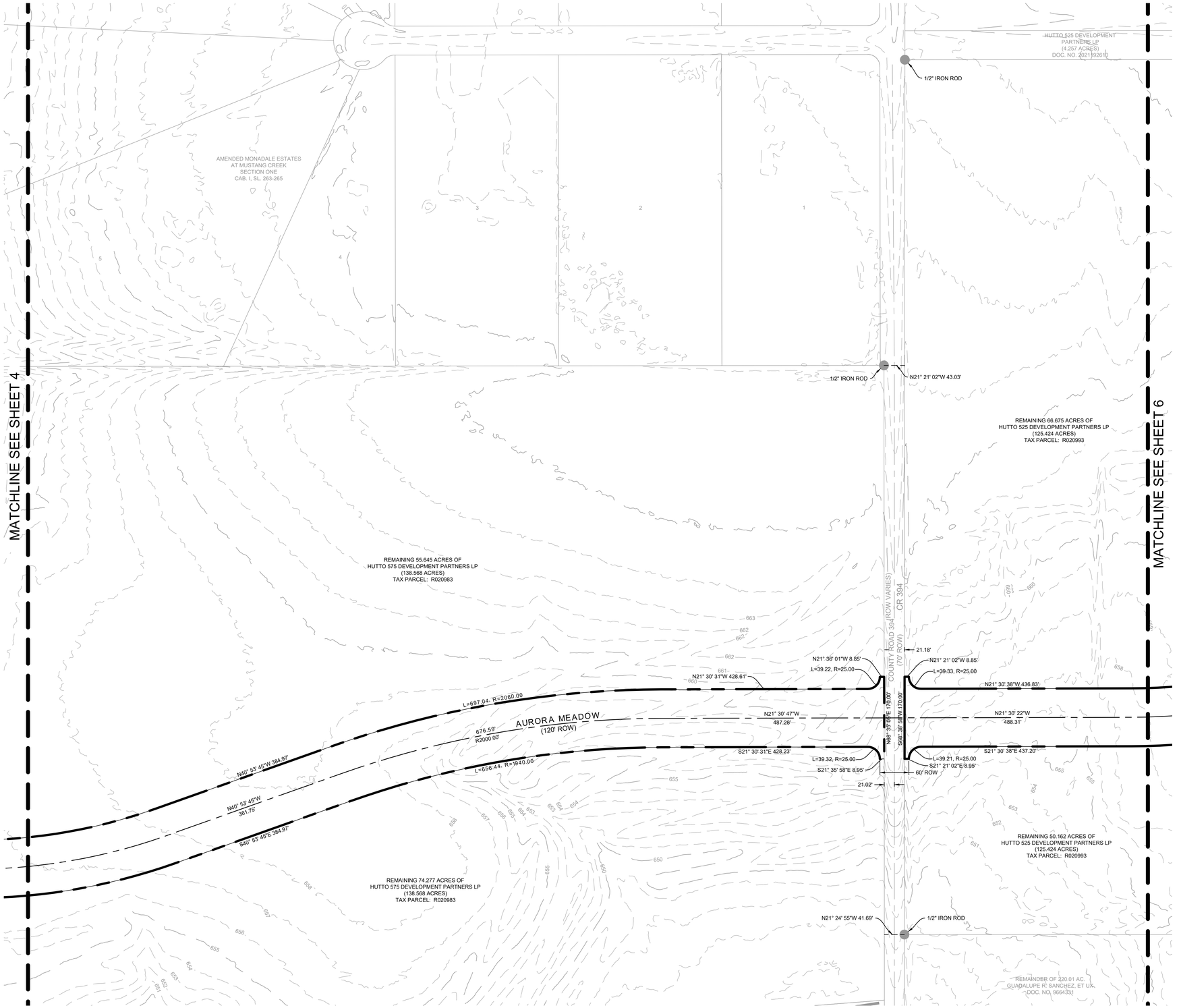
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J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER
11/05/2024

SHEET 4 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-PLAT.DWG DATE: 10/16/2024 1:46:14 PM BY: BELLIOTT



SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

0 50' 100' 200'

LEGEND	
	PROPERTY BOUNDARY
	EASEMENT LINE
	PROPOSED EASEMENT LINE
	ROAD CENTERLINE
	SECTION BOUNDARY
	PROPOSED RIGHT-OF-WAY
	100-YR F.E.M.A . FLOODPLAIN
	PROPOSED LOT LINE
A	PROPOSED BLOCK MARKER
11	PROPOSED LOT NUMBER

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

PRELIMINARY PLAT (SHEET 4 OF 5)

PROJECT NO: 1727-11823

DESIGNED BY: MKS

DRAWN BY: MKS

CHECKED BY: JAB

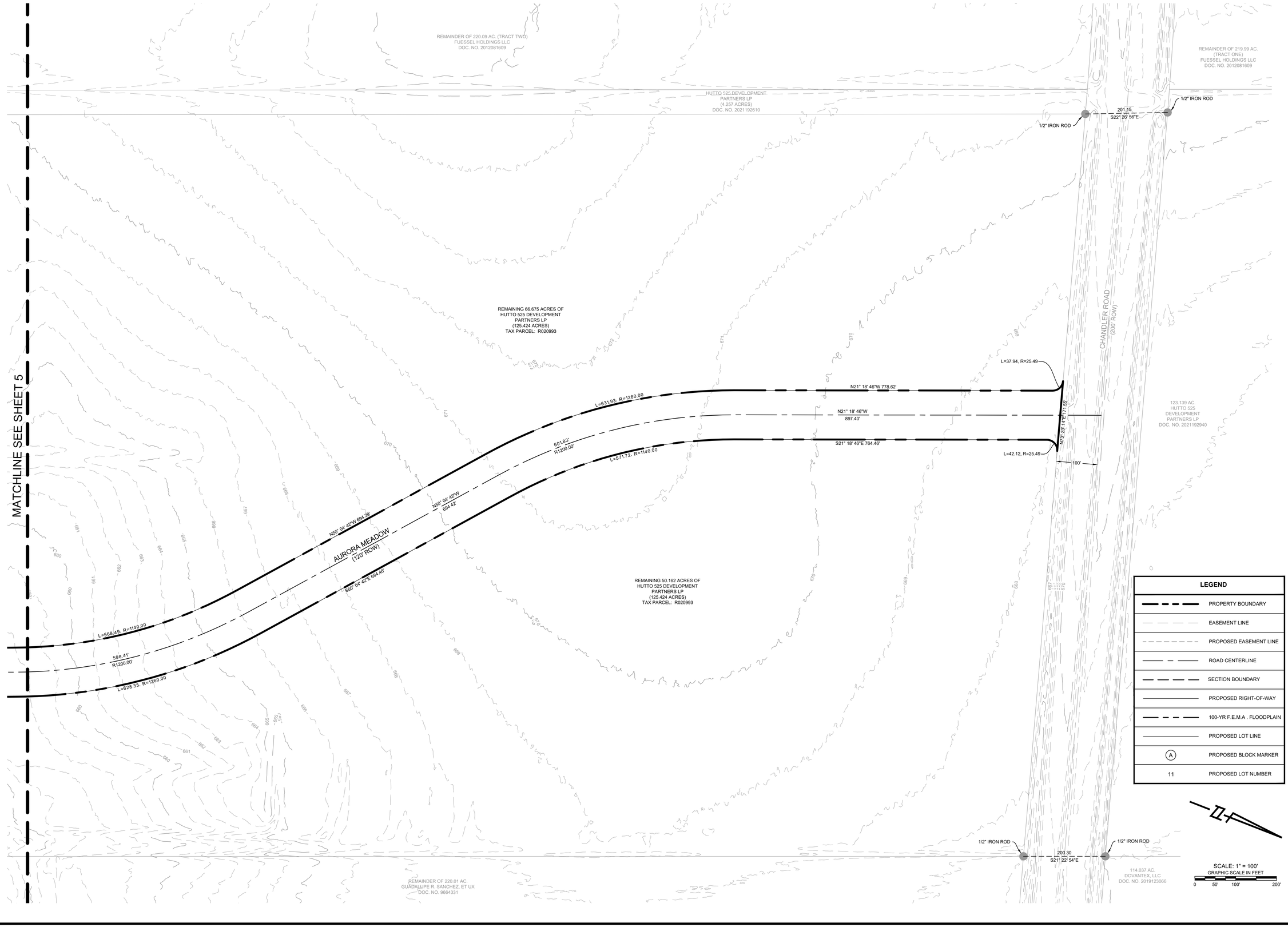
NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

STATE OF TEXAS
J. ADAM BERRY
120743
LICENSED
PROFESSIONAL ENGINEER

11/05/2024

SHEET 5 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-PLAT.DWG DATE: 10/16/2024 1:46:25 PM BY: BELLIOTT



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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

PRELIMINARY PLAT (SHEET 5 OF 5)

PROJECT NO: 1727-11823

DESIGNED BY: MKS

DRAWN BY: MKS

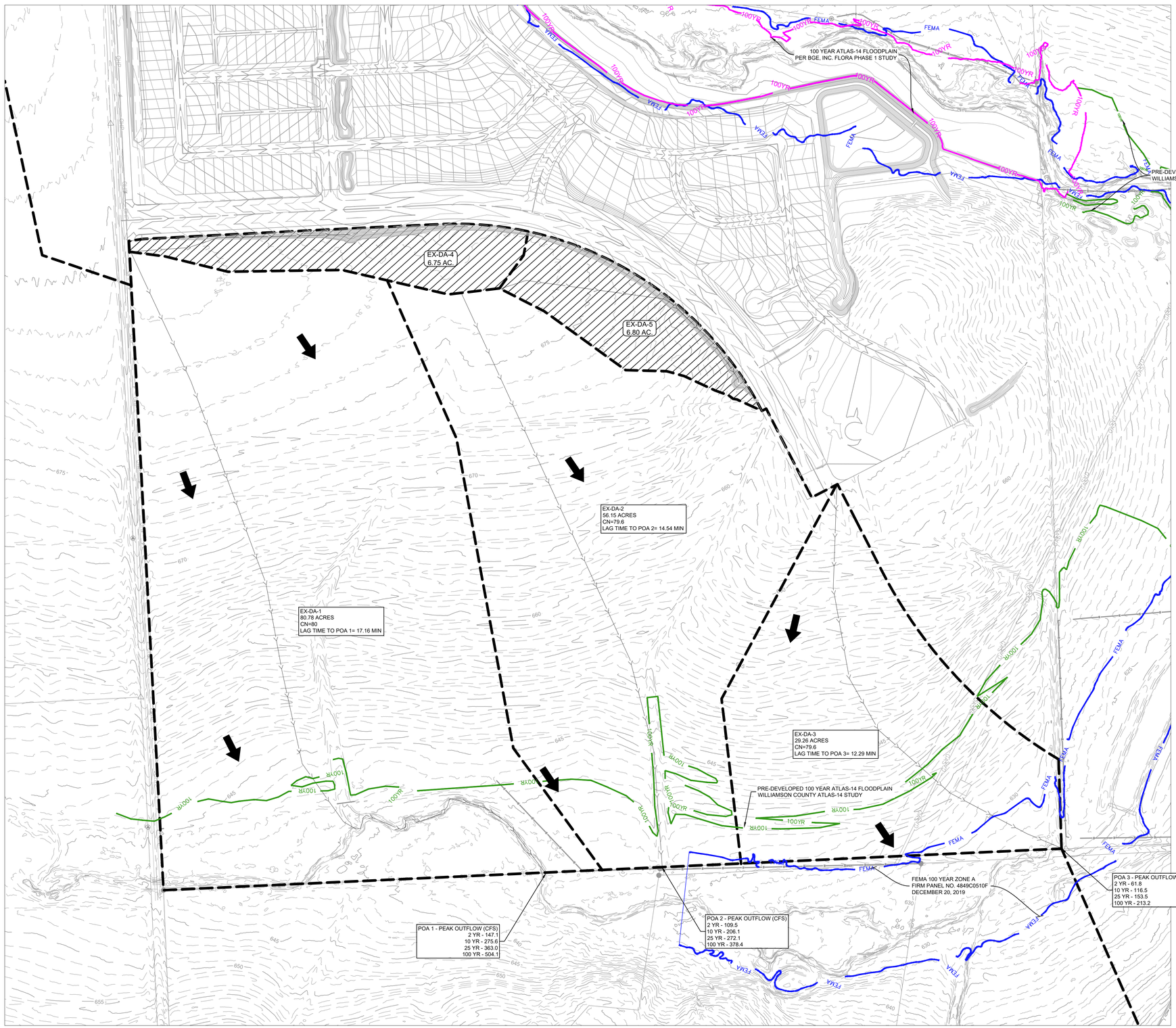
CHECKED BY: JAB

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11/05/2024

SHEET 6 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-PLAT.DWG DATE: 10/16/2024 1:46:35 PM BY: BELLIOTT



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- EXISTING MAJOR CONTOUR (950)
- EXISTING MINOR CONTOUR (950)
- STORM SEWER (SD)
- DRAINAGE AREA
- DRAINAGE AREA LABEL (DA / XXX AC.)
- 100 YR ATLAS-14 FLOODPLAIN (FLORA PHASE 1 - BGE, INC)
- 100 YR ATLAS-14 FLOODPLAIN (WILLIAMSON COUNTY)
- 100 YR FEMA FLOODPLAIN
- TIME OF CONCENTRATION
- CONTRIBUTING AREAS TO APPROVED FLORA PH1A STUDY

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GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

PRE-DEVELOPED HYDROLOGY MAP

PROJECT NO: 1727-11823

DESIGNED BY: MKS

DRAWN BY: MKS

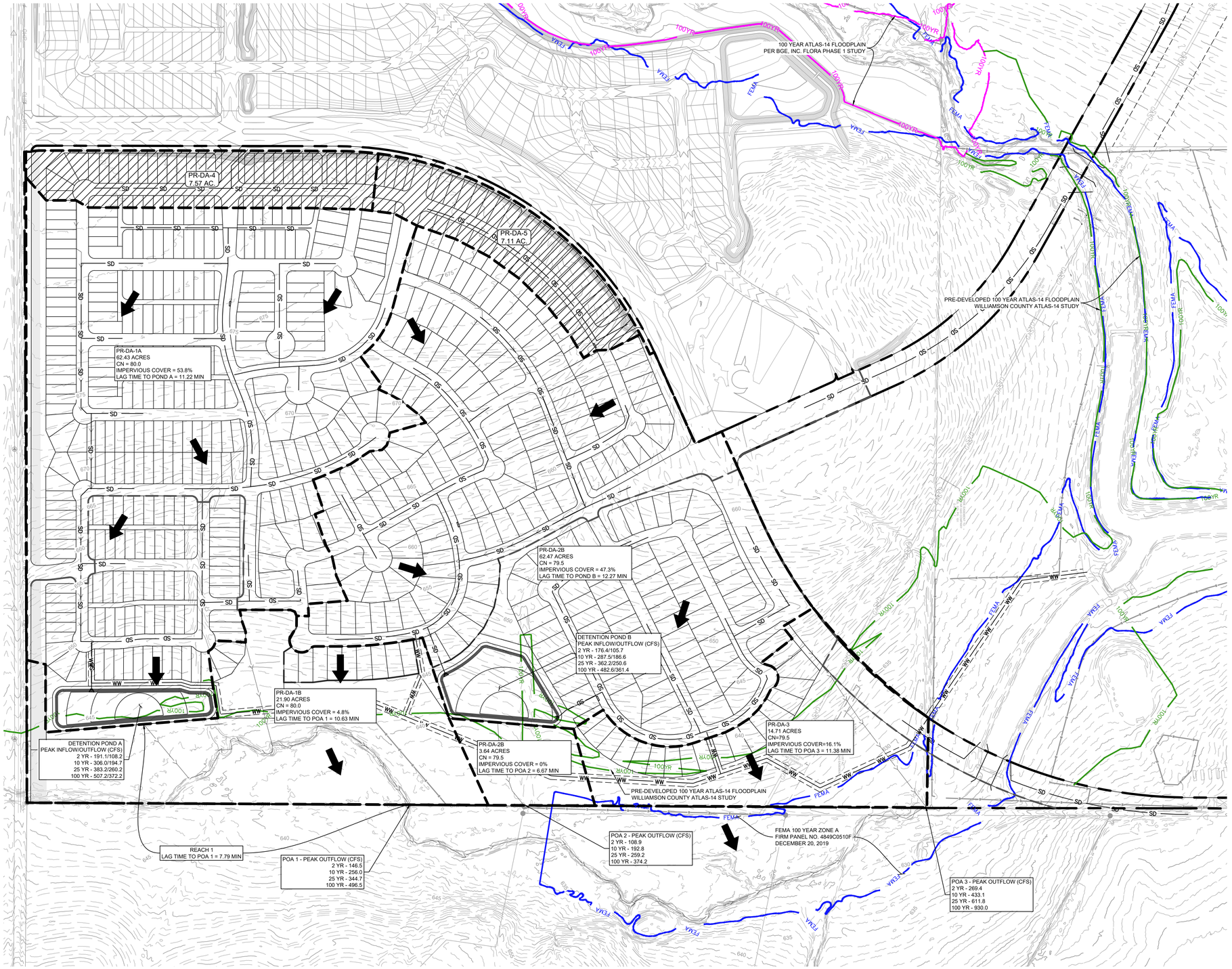
CHECKED BY: JAB

NOTICE:
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STATE OF TEXAS
J. ADAM BERRY
120743
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PROFESSIONAL ENGINEER
11/05/2024

SHEET 7 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\CAD\SHEETS\11823-PREL-C-DRAIN-E.DWG DATE: 11/5/2024 9:58:16 AM BY: NKELLY



SCALE: 1" = 200'
GRAPHIC SCALE IN FEET
0 100' 200' 400'

LEGEND

- PROPERTY BOUNDARY
- PROPOSED RIGHT OF WAY
- 950 EXISTING MAJOR CONTOUR
- 950 EXISTING MINOR CONTOUR
- SD STORM SEWER
- DRAINAGE AREA
- DA / XXX AC. DRAINAGE AREA LABEL
- 100YR 100 YR ATLAS-14 FLOODPLAIN (FLORA PHASE 1 - BGE, INC)
- 100YR 100 YR ATLAS-14 FLOODPLAIN (WILLIAMSON COUNTY)
- FEMA 100 YR FEMA FLOODPLAIN
- TIME OF CONCENTRATION
- CONTRIBUTING AREAS TO APPROVED FLORA PH1A STUDY

PRELIMINARY DETENTION POND 'A' - STAGE STORAGE

Stage (ft msl) (Elevation)	Pond Depth (ft)	Cumulative Pond Depth (ft)	Area (sf)	Volume (cf)	Cumulative Volume (cf)
0.00	0.00	0.00	0.00	0	0
1.00	1.00	1.00	15707.00	5,236	5,236
2.00	1.00	2.00	40530.00	27,156	32,392
3.00	1.00	3.00	64371.00	51,993	84,385
4.00	1.00	4.00	73657.00	68,962	153,347
5.00	1.00	5.00	78036.00	75,836	229,183
6.00	1.00	6.00	82471.00	80,243	309,426
7.00	1.00	7.00	86963.00	84,707	394,133

PRELIMINARY DETENTION POND 'B' - STAGE STORAGE

Stage (ft msl) (Elevation)	Pond Depth (ft)	Cumulative Pond Depth (ft)	Area (sf)	Volume (cf)	Cumulative Volume (cf)
0.00	0.00	0.00	0.00	0	0
1.00	1.00	1.00	15707.00	5,236	5,236
2.00	1.00	2.00	60608.00	35,723	40,959
3.00	1.00	3.00	93695.00	76,693	117,652
4.00	1.00	4.00	97753.00	95,868	213,520
5.00	1.00	5.00	101568.00	99,654	313,174
6.00	1.00	6.00	105439.00	103,487	416,672
7.00	1.00	7.00	109366.00	107,397	524,068

NOTES:

1. POND SIZES ARE PRELIMINARY AND SHALL BE VERIFIED WITH CONSTRUCTION PLANS.
2. PRE- AND -POST FLOWS ARE PRELIMINARY AND SHALL BE VERIFIED WITH CONSTRUCTION PLANS.

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NO.	BY	DATE	REVISION DESCRIPTION

FLORA PHASE 2
WILLIAMSON COUNTY, TX
SOUTH FORK RANCH MUD

POST-DEVELOPED HYDROLOGY MAP

PROJECT NO: 1727-11823
DESIGNED BY: MKS
DRAWN BY: MKS
CHECKED BY: JAB

NOTICE:
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STATE OF TEXAS
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120743
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PROFESSIONAL ENGINEER
11/05/2024

SHEET 8 OF 8

H:\PROJECTS\1727 - EMPIRE CONTINENTAL\11823 FLORA - PHASE 2\ACAD\SHEETS\11823-PREL-C-DRAN-P.DWG DATE: 10/16/2024 1:47:41 PM BY: NKELLY

Commissioners Court - Regular Session **41.**

Meeting Date: 01/07/2025

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 (John Louis Thibodeaux) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	01/03/2025 09:58 AM
Form Started By: Andrea Schiele		Started On: 01/02/2025 04:20 PM
Final Approval Date: 01/03/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(John Louis Thibodeaux)

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:

John Louis Thibodeaux (SSN xxx-xx-5467) passed away on October 25, 2024, at the age of 72, at his residence located in Cedar Park, Williamson County.

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 7th day of January 2025.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **42.**

Meeting Date: 01/07/2025

Christine Mihealsick Day Proclamation

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on proclaiming Tuesday, January 7, 2025, as Christine Mihealsick Day in Williamson County upon her recognition as the 2025 Texas Teacher of the Year by the Texas Association of School Administrators.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Teacher of the Year Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/31/2024 04:10 PM
Form Started By: Garry Brown		Started On: 12/31/2024 02:54 PM
Final Approval Date: 12/31/2024		

PROCLAMATION

WHEREAS, most everyone can agree that the teaching profession is a higher calling; and

WHEREAS, teachers are a jack-of-all-trades, performing the work as mentors, cheerleaders, and confidantes while trying to inspire the love of learning in the next generation of young people; and

WHEREAS, performing these tasks are difficult in the best of situations, but in Texas, the attrition rate for teachers rose to an historic high of 13.4% of teachers leaving teaching between the fall of 2021 and the fall of 2022, according to the Texas Education Agency; and yet, while facing the myriad of problematic challenges, there is a local teacher who has been honored as Texas Teacher of the Year, so we should bring attention to that person's wonderful work and dedication; and

WHEREAS, Westwood High School's own Christine Mihealsick has been recognized as 2025 Texas Teacher of the Year by the Texas Association of School Administrators out of more than 385,000 teachers across the state; and

WHEREAS, as an outstanding educator, who teaches AP Environmental Sciences to juniors and seniors, Ms. Mihealsick inspires her students to learn a variety of topics, including geology, biology, water and water conservation, endangered species, renewable energy, air pollution, and recycling, all important as our earth faces multiple environmental crises; and

WHEREAS, Ms. Mihealsick has been an educator for 23 years and has spent the last 17 serving the Westwood community; and

WHEREAS, because of this recognition, she will be one of 50 teachers to be considered for designation as the National Teacher of the Year, the winner will be announced at the White House in Spring 2025;

NOW, THEREFORE, the Williamson County Commissioners Court does hereby proclaim January 7, 2025, as Christine Mihealsick Day in Williamson County to acknowledge her many years of faithful dedication to her students and her chosen profession;

AND FURTHER, wish her good luck to be named as National Teacher of the Year.

Passed by Commissioners Court and Signed on this date: _____

_____

Bill Gravell, County Judge
On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **43.**

Meeting Date: 01/07/2025

Yongin City Day Resolution

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution recognizing January 9, 2025, as "Yongin City Day" in Williamson County, Texas.

Background

The Williamson County Commissioners Court approved a sister city partnership agreement with Yongin City, South Korea, on July 2, 2024. County Judge Bill Gravell signed the agreement at a special ceremony in Yongin City in September 2024. As part of this relationship for friendly cooperation and mutual prosperity between the two communities, a delegation from Yongin City will be visiting Williamson County on January 9, 2025. This resolution, if approved, will be presented to them during their visit.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Yongin City Day Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:41 PM
Form Started By: Connie Odom		Started On: 12/31/2024 04:05 PM
Final Approval Date: 01/02/2025		

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

THAT ON THIS, the 9th day of January 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

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

RESOLUTION

WHEREAS, on July 2, 2024, the Williamson County Commissioners Court approved a sister city partnership agreement between Williamson County and Yongin City, South Korea; and

WHEREAS, in September 2024, Williamson County Judge Bill Gravell traveled to South Korea to participate in a signing ceremony for the partnership agreement to establish a relationship for stronger, friendly cooperation and mutual prosperity between the two communities; and

WHEREAS, Williamson County has become a destination for South Korean companies to locate, with several Korean businesses having a presence here including Samsung, Soulbrain, Hanwha, Hironic, iMarket, Hanyang ENG, Seoyon E-hwa, Mars Automotive, and MSS International; and

WHEREAS, the South Korean government has designated Yongin City as the Next Generation Semiconductor hub with investments of over $460 billion by the Korean government, Samsung Electronics and SK Hynix; and

WHEREAS, both communities have populations of similar sizes with Yongin City having a population of more than one million people and Williamson County having a population of over 700,000 people; and

WHEREAS, Yongin City and Williamson County share several commonalities as both are home to new Samsung foundries, are growing their semiconductor infrastructure, house several universities and have attracted world-class water theme parks.

NOW, THEREFORE, BE IT RESOLVED THAT the Williamson County Commissioners Court proclaims January 9, 2025, as “Yongin City Day” in Williamson County, Texas, and encourages all county officials, employees, and the public to learn more about our sister city and their culture.

RESOLVED THIS 7TH DAY OF JANUARY, 2025

_____
Bill Gravell, Jr., Williamson County Judge

Commissioners Court - Regular Session **44.**

Meeting Date: 01/07/2025

EMS 50th Anniversary

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging 50 years of service to Williamson County by Williamson County EMS.

Background

Acknowledgment of WilCo EMS's 50 years of service from 1975 to 2025.

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	12/19/2024 11:29 AM
Form Started By: mknipstein		Started On: 12/19/2024 11:16 AM
Final Approval Date: 12/19/2024		

Commissioners Court - Regular Session **45.**

Meeting Date: 01/07/2025

Temple College Affiliation Agreement

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an Education Affiliation Agreement between Williamson County and Temple College.

Background

This agreement will allow Temple College EMS students to do rides under the supervision of Williamson County EMS medics. The agreement has been reviewed by legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2024 11:26 AM
Form Started By: mknipstein		Started On: 12/19/2024 11:07 AM
Final Approval Date: 12/19/2024		

EDUCATION AFFILIATION AGREEMENT FOR

EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN

WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES

AND

TEMPLE COLLEGE

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and Temple College (hereinafter referred to as "TEMPLE COLLEGE").

RECITALS:

Temple College provides courses of study in emergency medical services to students enrolled in this program of study.

TEMPLE COLLEGE desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department, has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TEMPLE COLLEGE for its Emergency Medical Services program of study.

COUNTY and TEMPLE COLLEGE desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF TEMPLE COLLEGE

1. TEMPLE COLLEGE shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. TEMPLE COLLEGE instructors shall possess current and appropriate professional credentials or certifications and TEMPLE COLLEGE shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by TEMPLE COLLEGE instructors and students shall be without charge to COUNTY. TEMPLE COLLEGE instructors and students shall not be responsible for the quality of patient or client care.

4. Neither TEMPLE COLLEGE instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. TEMPLE COLLEGE shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject to annual, mutual approval.

6. TEMPLE COLLEGE shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TEMPLE COLLEGE shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. TEMPLE COLLEGE shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TEMPLE COLLEGE shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, TEMPLE COLLEGE shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of TEMPLE COLLEGE's students, employees and faculty under this Agreement. TEMPLE COLLEGE shall ensure that each current student, employee and faculty member is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. TEMPLE COLLEGE agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified or signed declination form produced to the satisfaction of COUNTY.

9. TEMPLE COLLEGE agrees to secure a release of liability form from each student and faculty member who will participate in the program in a form acceptable to COUNTY.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by TEMPLE COLLEGE.

11. COUNTY shall provide an orientation session to inform students and TEMPLE COLLEGE staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify TEMPLE COLLEGE of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at a TEMPLE COLLEGE credited facility. Representatives of TEMPLE COLLEGE crediting agency for TEMPLE COLLEGE shall be permitted to conduct inspections for purposes relating to TEMPLE COLLEGE's accreditation.

14. COUNTY shall cooperate with TEMPLE COLLEGE in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for a TEMPLE COLLEGE student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by TEMPLE COLLEGE crediting standards;

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of TEMPLE COLLEGE, its employees, agents or students under this Agreement. TEMPLE COLLEGE shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX
78627
512-943-1264

And

Jeff Fritz
Department
Chair
Temple College
2600 South 1st
Street
Temple, TX 76504

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/clinical hour per ALS & BLS student to be paid by TEMPLE COLLEGE to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. TEMPLE COLLEGE acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. This compliance includes obtaining written contractual assurances from TEMPLE COLLEGE that TEMPLE COLLEGE, its employees and agents will protect all individually identifiable health information they may access or use under this Agreement in accordance with the terms of the HIPAA Business Associate Agreement.

23. County and College agree to comply with the Family and Educational Rights and Privacy Act of 1974 (FERPA). Student records including evaluation, competencies, and student reports are protected under FERPA. Both parties agree to protect educational records in accordance with FERPA and College policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Facility agrees that it will: hold educational records in strict confidence and will not use or disclose the educational records except as permitted by this Agreement, required by law, or otherwise authorized by the College in writing.

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. TEMPLE COLLEGE instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TEMPLE COLLEGE instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue thereafter until terminated by either party in accordance with the terms hereof. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals.

30. Nothing in this Agreement shall be construed to confer third party rights or to constitute a waiver of any governmental immunity of the parties.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give TEMPLE COLLEGE written notification stating the date of suspension and the date on which participation is anticipated to resume.

Williamson County:

Judge Bill Gravell
Williamson County Judge

Date

Mike Knipstein
WCEMS Director

12/19/2024
Date

Temple College:

August 6, 2024
Date

Brandon Bozon
Vice President, Administrative Services
Temple College
2600 South 1st Street
Temple, Texas 76504

ATTACHMENT A

RELEASE OF LIABILITY

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of TEMPLE COLLEGE course regarding emergency medical service training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

Commissioners Court - Regular Session **46.**

Meeting Date: 01/07/2025

Approval of Consent to Contract Assignment from Quad Med, Inc. to Bound Tree Medical, LLC for Contract #23IFB99-EMS Medical Supplies for Emergency Medical Services Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Consent to Contract Assignment from Quad Med, Inc. (“Assignor”), which is requesting consent from Williamson County, Texas (“County”) for the assignment and transfer of all its interests, rights, and obligations to Bound Tree Medical, LLC (“Assignee”) in relation to Contract #23IFB99 EMS Medical Supplies, awarded on September 19, 2023, and authorizing the execution of the Consent to Assignment.

Background

Bound Tree Medical has acquired Quad Med, Inc. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Bound Tree Medical. The funding sources are 01.0100.0540.003200 and 01.0100.0540.003307. The Department's point of contact is Kirk Becker.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Conset to Contract Assignment

1295 form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 12:41 PM
Form Started By: Cheryl Johnson		Started On: 12/20/2024 02:44 PM
Final Approval Date: 01/01/2025		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **QuadMed, Inc.,11210 Phillips Industrial Blvd, Jacksonville, FL 32256** (hereinafter "Assignor") hereby request consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Bound Tree Medical, LLC. ("Bound Tree"), 5000 Tuttle Crossing, Dublin, OH. 43016** (hereinafter "Assignee") in the contract(s) described as follows:

> Contract# **23IFB99- EMS Medical Supplies** by and between County and Assignor, being awarded by County to Assignor on (**September 19, 2023**) which is incorporated herein by reference for all purposes (hereinafter "Contract).

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

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, the Assignee shall fully perform all services and/or provide all goods in accordance with the terms and conditions of the Contract as if the Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees, and legal representatives.

4. Assumption. Assignee hereby accepts the assignment and/or assumption of Contract # **23IFB99- EMS Medical Supplies** from Assignor and acknowledges and represents that it will abide by and assume each and every term, obligation and condition, including, but not limited to, each and every responsibility, duty, and obligation of Assignor set forth in each Assumed Contract, whether arising prior to, on or subsequent to the date of this assignment.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Consent to Contract Assignment.

8. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

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

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 20___

ASSIGNOR:
Quad Med, Inc

By: _____

Printed Name: Darrell Hughes

Title: Secretary

Date: December 23rd _____, 2024

ASSIGNEE:
Bound Tree Medical, LLC

By: _____

Printed Name: Darrell Hughes

Title: Secretary

Date: December 23rd _____, 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:
2024-1251845

Date Filed:
12/23/2024

Date Acknowledged:

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

Bound Tree Medical, LLC
Dublin, OH 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.

23IFB99
EMS Medical Supplies

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

[redacted]

6 [redacted]

[redacted] (city) [redacted].

[redacted]

[redacted] State of Ohio, on the 23rd day of December, 2024.

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:
2024-1251845

Date Filed:
12/23/2024

Date Acknowledged:
12/23/2024

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

Bound Tree Medical, LLC
Dublin, OH 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.

23IFB99
EMS Medical Supplies

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 **47.**

Meeting Date: 01/07/2025

Approval of the Amendment to Terminate the Agreement for Pictometry International Corp. to provide custom images for use by the Williamson Central Appraisal District's yearly collection project for Information Services

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 terminating the original Pictometry International Corp, with Pictometry Corp, Inc, approved by the Commissioners Court on 8.18.2020, under Item #39, and authorizing the execution of the document.

Background

This agreement would terminate the Pictometry International Corp. Agreement approved by the Commissioners Court on 8.18.2020 Item 39. The Amendment for Termination is necessary due to increased costs exceeding the allowable 25 percent limit under TLGC §262.031, Changes in Plans and Specifications. The increased cost is due to previously shared costs with an adjacent county. The adjacent county changed vendors and now Wilco is to absorb the total cost of the service. A new agreement will follow this agenda item. Funding Source: 01.0100.0503.004505. Department Contact: George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Termination Agreement

Original Agreement

TEC 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 11:40 AM
Form Started By: Theresa Gross		Started On: 12/05/2024 09:04 AM
Final Approval Date: 01/01/2025		

AMENDMENT TO AGREEMENT DATED AUGUST 19TH, 2020 BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND WILLIAMSON COUNTY, TX ("CUSTOMER")

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated August 19th, 2020 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:
   As of the Effective Date of this Amendment, the parties mutually agree to terminate their obligations with respect to the Fifth and Sixth Projects set forth in this Agreement without any liability of either party to the other with respect to such termination. Each party fully and forever releases the other of and from any and all claims and causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs and/or fees, whether known or unknown, suspected or unsuspected, arising out of or relating to the Fifth and Sixth Projects set forth in this Agreement.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY, TX	**PICTOMETRY INTERNATIONAL CORP.**
	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Robert Locke Robert Locke (Dec 10, 2024 15:24 EST)
NAME:	**NAME:** Robert Locke
TITLE:	**TITLE:** President
DATE:	**EXECUTION DATE:** 12/10/24
	DATE OF RECEIPT (EFFECTIVE DATE):

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND WILLIAMSON COUNTY, TX ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Web Visualization Offering Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions
   Appendix 1: Photogrammetric Product Specifications

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
301 SE Inner Loop, Suite 107	25 Methodist Hill Drive
Georgetown, TX 78626	Rochester, NY 14623
Attn: George Strebel, GIS Analyst / IT Services	Attn: General Counsel
Phone: (512) 943-1474 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement

shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
WILLIAMSON COUNTY, TX	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE: Judge Bill Gravell Jr. (Judge Bill Gravell Jr. (Aug 19, 2020 08:07 CDT))	**SIGNATURE:** Brian Brockman
NAME: Judge Bill Gravell Jr.	**NAME:** Brian Brockman
TITLE: County Judge	**TITLE:** Corporate Vice President
DATE: Aug 19, 2020	**EXECUTION DATE:** 8/7/2020
	DATE OF RECEIPT (EFFECTIVE DATE): 8/7/2020

SECTION A — PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C19814084

BILL TO
Williamson County, TX
George Strebel, GIS Analyst / IT Services
301 SE Inner Loop, Suite 107 Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

SHIP TO
Williamson County, TX
George Strebel, GIS Analyst / IT Services
301 SE Inner Loop, Suite 107 Georgetown, TX 78626
(512) 943-1474
gstrebel@wilco.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117697	KBeer	Annual

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	$0.00		$0.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$2,810.50

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The	$750.00	$562.50 (25%)	$562.50

		quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions			
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00

1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
				SUBTOTAL – SECOND PROJECT	$2,810.50

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00

11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
				SUBTOTAL – THIRD PROJECT	$2,810.50

FOURTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color	$400.00	$180.00	$180.00

		balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use		(55% – Long Term Incentive Discount)	
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
				SUBTOTAL – FOURTH PROJECT	$2,810.50

FIFTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login	$2,200.00	$1,650.00 (25%)	$1,650.00

		and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement			
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00

11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
				SUBTOTAL – FIFTH PROJECT	$2,810.50

SIXTH PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$1,650.00 (25%)	$1,650.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	$750.00	$562.50 (25%)	$562.50
19	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00		$380.00
1	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$180.00 (55% – Long Term Incentive Discount)	$180.00
19	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00		$38.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided.	$0.00		$0.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
11	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
11	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding AccuPlus product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
19	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
1,187	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$20.00	$0.00 (100%)	$0.00
1,187	Mosaic - Area Wide (3in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$2.00	$0.00 (100%)	$0.00
1,187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$0.00		$0.00
				SUBTOTAL – SIXTH PROJECT	$2,810.50

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$16,863.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Initial Shipment of Imagery $2,810.50

Total Payments	**$2,810.50**

SECOND PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

THIRD PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

FOURTH PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

FIFTH PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

SIXTH PROJECT

Due at Initial Shipment of Imagery	$2,810.50
Total Payments	**$2,810.50**

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

SECOND PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

THIRD PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

FOURTH PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

FIFTH PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product: **Pictometry Connect View - CA**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

SIXTH PROJECT

IMAGERY

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Existing Imagery**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: George Strebel
Admin User Email: gstrebel@wilco.org
Geofence: TX Williamson (Primary Geofence)

Product:	**Pictometry Connect View - CA**
Admin User Name:	George Strebel
Admin User Email:	gstrebel@wilco.org
Geofence:	TX Williamson (Primary Geofence)

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

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(b) permit access and use of the Delivered Content through Authorized Systems by:
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(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

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7.2 Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

PICTOMETRY ONLINE SERVICES
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These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

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(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

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6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.

5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.

5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

(b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.

6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.

2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.

3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.

4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS ($50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.

7. **MISCELLANEOUS PROVISIONS.**

   A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.

   B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.

   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Customer shall own the copy of the orthogonal imagery delivered to it by Pictometry pursuant to this Agreement. Customer is free to use, reproduce and redistribute copies of the orthogonal imagery so delivered in any manner without any accounting to Pictometry. Pictometry shall own those copies of the orthogonal imagery delivered pursuant to this Agreement that are in Pictometry's possession. Pictometry is free to use, reproduce and redistribute copies of the orthogonal imagery delivered pursuant this Agreement in any manner without any accounting to Customer.

5. Notwithstanding anything herein to the contrary, Pictometry's obligation to deliver the Existing Imagery and associated deliverables set forth in Section A this Agreement is contingent upon Pictometry completing image capture projects for Williamson Central Appraisal District, TX and Travis Central Appraisal District, TX. In the event that Pictometry does not complete the Williamson Central Appraisal District, TX and Travis Central Appraisal District, TX image captures, it is under no obligation to deliver the Existing Imagery and associated deliverables set forth in this Agreement.

6. 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.

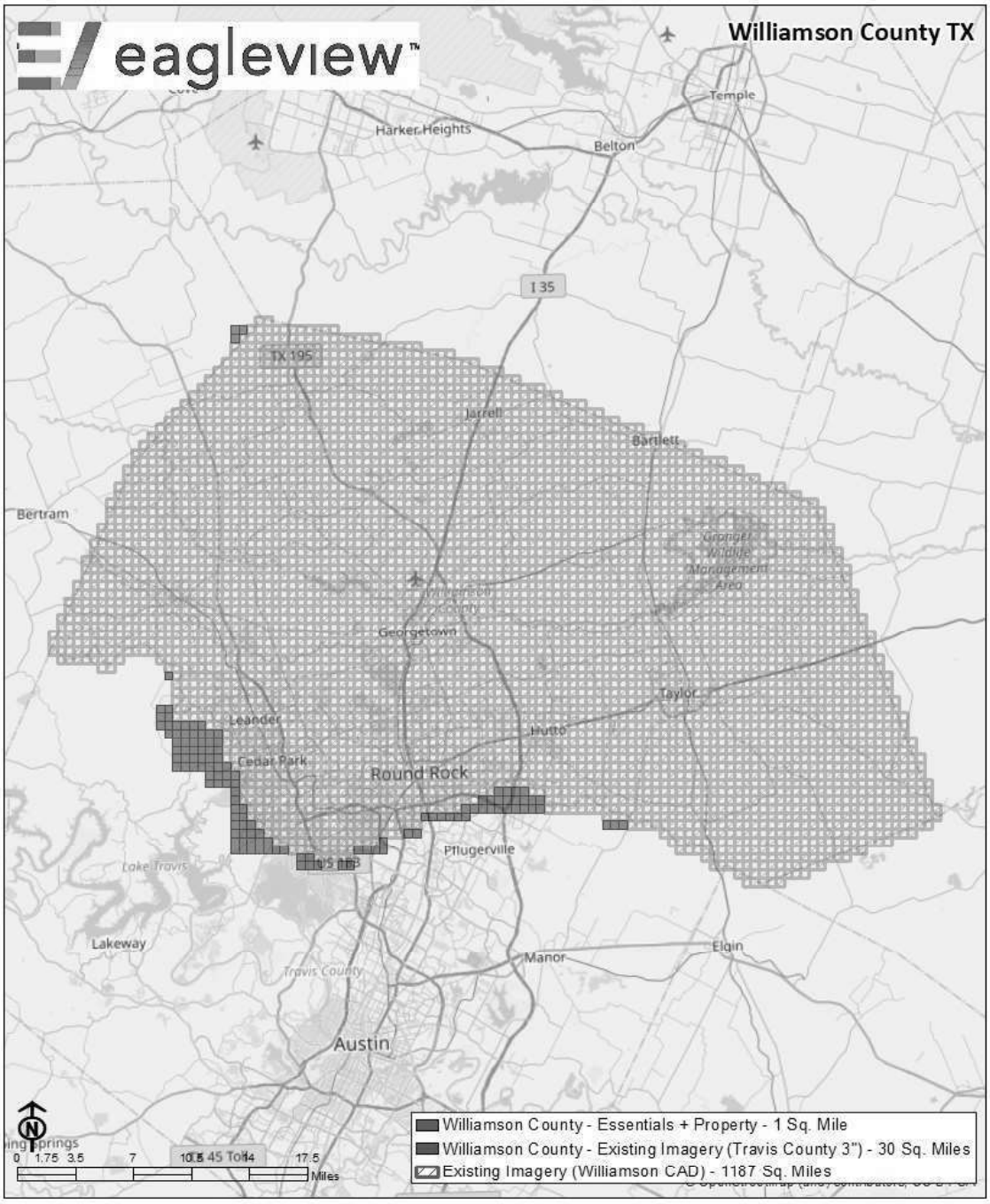
7. Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, 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 Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Essentials+ Property deliverables

Product	Essentials+ Property
Ortho frame imagery	• Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	• Orthomosaic Resolution 2in or 3in GSD (Best Available provided) • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: • 2in or 3in GSD (Best Available Provided) Access Methods: • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately
Orthomosaic Deliverable Format (Physical)	Resolution: • 2in or 3in GSD (Best Available Provided) Projection/Coordinate System: • Customer Selectable Datum: • Customer Selectable File Format: • Mosaic Tiles o Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file o Includes separate Pictometry Map Image (PMI) trailer file • Project-Wide Mosaic o Available in ECW, MrSID (All versions) format
Oblique Imagery & Frame Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make frame imagery available online within 20 days of capture complete • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)


eagleview
Williamson County TX
Temple
Harker Heights
Belton
I 35
TX 195
Jarrell
Bartlett
Bertram
Georgetown
Taylor
Leander
Hutto
Cedar Park
Round Rock
Pflugerville
Lake Travis
Lakeway
Manor
Elgin
Travis County
Austin
Williamson County - Essentials + Property - 1 Sq. Mile
Williamson County - Existing Imagery (Travis County 3") - 30 Sq. Miles
Existing Imagery (Williamson CAD) - 1187 Sq. Miles
0 1.75 3.5 7 10.5 14 17.5
Miles

Agenda Item #39 8-18-2020 (Pictometry Agreement)

Final Audit Report 2020-08-19

Created:	2020-08-18
By:	Thomas Skiles (blake.skiles@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoIR7k77IE4PmhSg7yftjSeVZ7KZAhtT-

"Agenda Item #39 8-18-2020 (Pictometry Agreement)" History

Document created by Thomas Skiles (blake.skiles@wilco.org)
2020-08-18 - 8:32:33 PM GMT- IP address: 66.76.4.65

Document emailed to aschiele@wilco.org for delegation
2020-08-18 - 8:33:28 PM GMT

Email viewed by aschiele@wilco.org
2020-08-18 - 9:44:15 PM GMT- IP address: 23.103.201.254

Document signing delegated to Judge Bill Gravell Jr. (bgravell@wilco.org) by aschiele@wilco.org
2020-08-18 - 9:45:03 PM GMT- IP address: 66.76.4.65

Document emailed to Judge Bill Gravell Jr. (bgravell@wilco.org) for signature
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Email viewed by Judge Bill Gravell Jr. (bgravell@wilco.org)
2020-08-19 - 1:07:36 PM GMT- IP address: 23.103.201.254

Document e-signed by Judge Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2020-08-19 - 1:07:56 PM GMT - Time Source: server- IP address: 66.76.4.65

Signed document emailed to Johnny Grimaldo (johnny.grimaldo@wilco.org), aschiele@wilco.org, Judge Bill Gravell Jr. (bgravell@wilco.org), becky.pruitt@wilco.org, and 1 more
2020-08-19 - 1:07:56 PM GMT

POWERED BY Adobe Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1246339

Date Filed:
12/06/2024

Date Acknowledged:
12/06/2024

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

Pictometry International Corp., dba EagleView
Rochester, NY United States

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

Williamson County Commissioners Court

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

202581
Aerial Imagery

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
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202581
Aerial Imagery

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].

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 Monroe County, State of New York on the 6th day of December (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **48.**

Meeting Date: 01/07/2025

Approval of Agreement with Pictometry International Corporation for Custom Aerial Imagery for Information Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement between Pictometry International Corporation and Williamson County for the annual amount for FY25 & FY26 of $4,712.50 and authorizing the execution of the agreement.

Background

This agreement will allow Williamson County to purchase high-quality aerial imagery for use by the Williamson Cental Appraisal District's yearly aerial collection project. The Pictometry custom imagery services are used in online mapping as well as the ability to share the imagery in the public domain. This agreement will be for two (2) years, FY25 and FY26, at a cost of $4,712.50 annually. The funding source is 01.0100.0503.004505. The Auditor's office, Contract Audit, and General Counsel have approved. Origination #1728. The department point of contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pictometry Agreement Redacted

1295 form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 12:19 PM
Form Started By: Sandra Malcolm		Started On: 12/19/2024 09:21 AM
Final Approval Date: 01/01/2025		

AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP.
AND WILLIAMSON COUNTY, TX

This order form ("Order Form") is by and between Pictometry International Corp. and its affiliates, also dba EagleView, ("EagleView") and Williamson County, TX ("Customer") for the purchase of the Content and Services set forth in Section A: Product Description, Prices and Payment Terms below. The provision of all such Content and Services is subject to this Order Form and the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms
Section B: License Terms
- General Terms
- Product Specific Terms
  - Delivered Content
  - Online Services
  - Web Visualization
  - Software License

Section C: Non-Standard Terms and Conditions (if applicable)
Map(s)

(all of which, collectively, constitute this "Agreement"). In consideration of, and subject to, payment by Customer of the Fees specified in Section A of the Agreement, and subject to the terms and conditions set forth in the Agreement, EagleView agrees to provide Customer with access to and use of the Content and Services specified in Section A of the Agreement in accordance with the terms and conditions of the Agreement. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

In the event of any conflict among any contract components comprising the Agreement, the order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions (if applicable); Section A: Product Descriptions, Prices and Payment Terms; Section B.II: License Terms (Product Specific Terms); and Section B.I: License Terms (General Terms).

The Agreement is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the "Effective Date").

PARTIES:

CUSTOMER	**EAGLEVIEW**
WILLIAMSON COUNTY, TX	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	**SIGNATURE:** Robert Locke Robert Locke (Dec 10, 2024 15:01 EST)
NAME:	**NAME:** Robert Locke
TITLE:	**TITLE:** President
EXECUTION DATE:	**EXECUTION DATE:** 12/10/24

[redacted]

SECTION A PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp. dba Eagleview
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
[redacted]

BILL TO
Williamson County, TX
George Strebel
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
george.strebel@wilcotx.gov

SHIP TO
Williamson County, TX
George Strebel
301 SE Inner Loop, Suite 107 Georgetown, Texas 78626
(512) 943-1474
george.strebel@wilcotx.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT(S)
[redacted]	Kevin Beers	Annual

PROJECT 1

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE %	AMOUNT[1]
1187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
20	Reveal Essentials+ Property	Provides high resolution, measurable oblique and orthogonal imagery at a Property level. Oblique and orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 440.00	59.09%	$ 3,600.00

1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 4,500.00	87.78%	$ 550.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 790.00	28.8%	$ 562.50
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. *Product Parameters*: Server Integration: Third-Party Integrator: Domain URL:	$ 10,500.00	100%	$ 0.00
1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$ 0.00		$ 0.00



1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support.	$ 0.00		$ 0.00
				SUBTOTAL	$4,712.50

PROJECT 2					
QTY	**PRODUCT NAME**	**PRODUCT DESCRIPTION**	**LIST PRICE**	**DISCOUNT PRICE %**	**AMOUNT[1]**
1187	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
11	Existing Imagery	Refer to non-standard product specifications for details on existing imagery to be provided. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 0.00		$ 0.00
20	Reveal Essentials+ Property	Provides high resolution, measurable oblique and orthogonal imagery at a Property level. Oblique and orthogonal image frames collected at 3in GSD or better. Orthomosaic imagery produced at 3in GSD via a fully automated photogrammetric process which includes project-wide color and contrast balancing. Visible seamlines may be present. Delivery to be provided via online viewer (separate CONNECT account required) and offline in one file format, projection, and coordinate system selected by the customer from those which are supported by EagleView. Delivery extent based on an EagleView approved delivery grid shapefile. *Product Parameters*: Elevation Data Source: Public Avail - NED/USGS/GeoBase Leaf: Leaf Off: Less than 30% leaf cover	$ 440.00	59.09%	$ 3,600.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 4,500.00	87.78%	$ 550.00



1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. *Product Parameters*: Admin User: George Strebel Admin User Email: george.strebel@wilcotx.gov	$ 790.00	28.8%	$ 562.50
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. *Product Parameters*: Server Integration: Third-Party Integrator: Domain URL:	$ 10,500.00	100%	$ 0.00
1	Oblique Support Bundle	Includes digital copy of the Licensed Documentation for the License Software, one, two, or three hour End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five, ten, or fifteen hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one, two, or three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	$ 0.00		$ 0.00
1	Oblique Imagery Bundle with One (1) Year of Maint & Support	Includes two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, and five (5) hours of telephone support.	$ 0.00		$ 0.00
				SUBTOTAL	$4,712.50

Thank you for choosing EagleView as your service provider.	**TOTAL**	$ 9,425.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

Geofences:

TX Williamson (Primary)



Geofences Products Affected:

Pictometry Connect - CA - 50
Pictometry Connect View - CA
Pictometry Connect - EarlyAccess
Pictometry Connect - CA - 50
Pictometry Connect View - CA
Pictometry Connect - EarlyAccess

FEES; PAYMENT TERMS

Customer hereby agrees to pay the Fees specified in this Section A of the Agreement in accordance with the following payment terms. All amounts due to EagleView pursuant to the Agreement (the "Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to EagleView without reducing any amount owed to EagleView unless documents satisfactory to EagleView evidencing exemption from such taxes is provided to EagleView prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less).

First Project	
Deposit/Due At Signing	$0
Due at Delivery/Activation	$4712.50
Second Project	
Due at Delivery/Activation	$4712.50

I. GENERAL TERMS

These General Terms (the "General Terms") set forth the terms and conditions that govern Customer's access to and use of all Content and Services (each as hereinafter defined) provided by EagleView (unless otherwise expressly provided to the contrary herein). As used in these General Terms, the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which these General Terms are incorporated.

1. DEFINITIONS

   a. "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to any Content pursuant to the Agreement.

   b. "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

   c. "Authorized Users" means Delivered Content Authorized Users and Eligible Users.

   d. "Content" means, collectively, the Delivered Content, the Licensed Content and the WVO Licensed Content.

   e. "Covered Party" means (a) EagleView, and its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of EagleView or any of its affiliates; and (b) each third party supplier of any Content or Services, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Content or Services, or of any third party alliance entity and their affiliates.

   f. "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of EagleView pursuant to the Agreement (whether via hardware or online (but excluding via the Online Services)), in connection with the EagleView products specified in Section A: Product Description, Prices and Payment Terms.

   g. "Delivered Content Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

   h. "Documentation" means any written materials that accompany the EagleView Software.

   i. "Eligible Users" means you, your employees, and temporary or contract employees dedicated to performing work exclusively for you.

   j. "Licensed Content" means images available via the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images.

   k. "Online Services" means the Pictometry Connect online services made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

   l. "EagleView Credential" means the unique login/password assigned to each Eligible User for purposes of accessing any of the Services.

   m. "EagleView Software" means the software that EagleView makes available to you to install (whether via download or otherwise) and view the Delivered Content.

   n. "Project" means a project as specified in Section A: Product Description, Prices and Payment Terms.

   o. "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to EagleView prior to being granted access to Delivered Content and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

   p. "Services" means, collectively, any services set forth in Section A: Product Description, Prices and Payment Terms, the Online Services, the WVO Services and the EagleView Software (and accompanying Documentation) and any other services provided by EagleView and agreed upon between the parties from time to time.

   q. "WVO Licensed Content" means the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images.

   r. "WVO Services" means the EagleView web visualization offerings made available to you by or on behalf of EagleView pursuant to the Agreement, as specified in Section A: Product Description, Prices and Payment Terms.

2. RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

a. Usage Rights. Your rights with respect to your (and to the extent applicable your Authorized Users') access to and use of the applicable Content and Services is set forth in Section B.II: License Terms (Product Specific Terms).

b. Restrictions. You agree to the following restrictions in connection with your access to and use of the Content and Services:

i. You may not copy, distribute or make derivative works based upon the Content or Services in any medium, except to the extent expressly permitted in the Agreement. Without limiting the foregoing, except to the extent expressly permitted in the Agreement, you may not copy or retain copies of the Content, or any portions thereof, on any computer or storage device or media including for the purpose of creating or maintaining one or more databases of that Content for use in substitution for subsequent access to the Content, nor will you authorize or permit any user of the Services to do so.

ii. You may not distribute or otherwise make available any Content to Google or its affiliates, either directly or indirectly.

iii. Except to the extent expressly permitted in the Agreement, you may not exploit the goodwill of EagleView, including its trademarks, service marks, or logos, without the express written consent of EagleView.

iv. You may not remove, omit, alter or obscure copyright or other notices or legends (including confidentiality markings) contained on or included in the Content or Services and you will reproduce all such information on all copies made hereunder. You will keep the Content and EagleView Software free of all claims, liens and encumbrances.

v. You may not offer any part of the Content or Services for commercial resale or commercial redistribution in any medium.

vi. You may not, and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Services. Any attempt to do so is a violation of the rights of EagleView and its licensors.

vii. To the extent any of the Content or Services are provided to you online, you may not access such Content or Services (or both) via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by EagleView in writing, use of such Content and Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

viii. Except to the extent expressly permitted in the Agreement, you may not make the Content or Services available to any other party.

ix. To the extent EagleView Credentials are assigned to you or any of your Eligible Users in connection with the Agreement, such EagleView Credentials shall only be used by the person or entity to whom they were originally assigned and may not be shared with, or used by, any other person, including other Eligible Users. You will use reasonable commercial efforts to prevent unauthorized use of the EagleView Credentials assigned to you or any of your Eligible Users and will promptly deactivate any EagleView Credentials you suspect are lost, stolen, compromised, or misused.

c. Reservation. All right, title, and interest (including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights) in the Content and the Services, and any written materials that accompany the Services, in any media or form, are and will remain in EagleView or its third party suppliers (as applicable). Neither you nor any users of the Content or the Services acquire any proprietary interest in the Content, the Services, or any copies thereof, except the limited use rights expressly granted under the Agreement. EagleView reserves all rights not expressly granted to you in the Agreement. You will not assert any right, title or interest in any of the Content or Services provided to you under the Agreement, except for the express license granted to you under the Agreement.

d. Updates. Except to the extent expressly provided to the contrary in the Agreement, the Content, the Services, and the features and functionality within the Services may be enhanced, added to, withdrawn, or otherwise changed by EagleView without notice.

3. CONFIDENTIALITY. The Content, EagleView Software and Documentation consist of commercially valuable, proprietary products owned by EagleView, the design and development of which reflect an investment of considerable time, effort, and money. The parties agree that the Content, EagleView Software, Documentation, and the terms and conditions of the Agreement ("Confidential Information") are (and are treated by EagleView as) confidential and contain valuable trade secrets and confidential commercial information (including financial information) of EagleView. You agree that you will not disclose, provide a copy of, or disseminate the Confidential Information (other than as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement) or any part thereof to any person in any manner or for any purpose inconsistent with the licenses granted to you pursuant to the Agreement. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Confidential Information, protect the Confidential Information against unauthorized use, disclosure, copying, and dissemination, and that access to the Confidential Information and each part thereof will be strictly limited. You agree that you will use the Confidential Information solely as expressly permitted in Section B.II: License Terms (Product Specific Terms) of the Agreement and for no other purpose. To the extent you are required to disclose the Confidential Information (or any part thereof)

pursuant to applicable law, you will (i) notify EagleView reasonably in advance of such requirement prior to disclosure, (ii) use all reasonable efforts to limit such disclosure, including asserting and applying, as appropriate, the exemption in 5 USC 552(b)(4) (or any analogous state or local laws or regulations) with respect to such information, (iii) only disclose such information to the extent required to comply with applicable law, and (iv) subject to applicable law, permit EagleView to challenge or limit such disclosure prior to the disclosure thereof.

4. TERM; SUSPENSION; TERMINATION; EFFECT OF TERMINATION

   a. Term. The term of the Agreement will commence on the Effective Date and will terminate following delivery of the various Projects (including any Services) set forth in Section A (Product Description, Prices and Payment Terms).

   b. Suspension. In the event of a breach of the Agreement by you, any Authorized User or someone using your EagleView Credential, or end-users who are permitted to use the WVO Services and WVO Licensed Content pursuant to the Agreement, EagleView may temporarily suspend or discontinue providing access to the applicable Services or Content (or both) to you and/or any or all Authorized Users or end-users (or both) without notice and EagleView may pursue any other legal remedies available to it.

   c. Termination. EagleView may terminate the Agreement immediately in the event you: (a) do not pay in full the Fees or do not pay the Fees in accordance with the terms of the Agreement, or (b) fail to comply with any other term of the Agreement.

   d. Effect of Termination. Upon termination of the Agreement, except to the extent expressly set forth in the Agreement, you shall immediately cease all use of the applicable Content and Services, promptly purge all copies of the applicable Content, EagleView Software and Documentation from all workstations and servers on which any of it may be stored or available at the time, and return any hard drive/media containing the applicable Content, EagleView Software or Documentation (or any combination thereof) to EagleView. The provisions of the Agreement that by their nature would survive its termination will survive indefinitely.

5. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES; WAIVER

   a. Limited Warranties. EagleView represents and warrants to Customer:

      i. That the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture; and

      ii. That it has the right and authority to make the applicable Services and the applicable Content available to you, and to the extent applicable, your Authorized Users, as authorized expressly by the Agreement.

      As your sole and exclusive remedy for any breach of Section 5(a)(i) with respect to the Delivered Content, EagleView shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

   b. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5(A) OF THE AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND “WITH ALL FAULTS” AND EAGLEVIEW, AND EACH THIRD PARTY SUPPLIER OF THE CONTENT OR SERVICES, EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE CONTENT OR SERVICES WILL BE CORRECTED. Without limiting the foregoing, the Services and the Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences. The Services and the Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services. All measurements and reports generated by the Services or from the Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes. Contour information obtained from the Services or contained in the Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses. While the Services and the Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and EagleView, and its third party suppliers of the Content or Services, hereby disclaim all liability for damages, claims and expenses arising from such use. Your reliance on the Services and the Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose. EagleView and each third party supplier of any portion of the Content or Services assume no responsibility for any consequences resulting from the use of the Services or the Content. EagleView, and each third party supplier of any portion of Content or Services, hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Services and the Content.

   c. Waiver of Rights. By accepting these General Terms or by using any of the Services or the Content, you waive any and all rights you may have against a Covered Party, each third party supplier of any portion of the Content or Services, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Services or the Content.

6. LIMITATION OF LIABILITY

a. Limitation of Liability. No Covered Party shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from, as applicable, (a) any errors in or omissions from the Services or the Content, (b) the unavailability or interruption of the Services or any features thereof or of the Content, (c) your or any other party's use of the Services or the Content, (d) the loss or corruption of any data or equipment in connection with the Services or the Content, (e) the content, accuracy, or completeness of the Content, all regardless of any assistance received in the use of the Services from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Services.

b. Consequential Loss Exclusion. To the fullest extent permissible by applicable law, neither you nor the Covered Parties will be liable under any cause of action of any kind arising out of or related to the Agreement (including under theories involving tort, contact, negligence, strict liability or breach of warranty) for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, lost profits and attorneys' fees) even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to your (and your Authorized Users' or end-users (or both)) infringement of any intellectual property rights or misappropriation of proprietary data (including Content) or confidential information belonging to EagleView or any of its third party suppliers.

c. Liability Cap. To the fullest extent permissible by applicable law, under no circumstances will the aggregate liability of the Covered Parties in connection with any claim arising out of or relating to the Services or the Content or the Agreement exceed the lesser of (i) your actual direct damages, or (ii) the amount you paid for the impacted Services or Content in the twelve (12) month period immediately preceding the date the claim arose.

d. Defend and Hold Harmless. If there is a breach of the warranties in Section 5(a) above, then EagleView, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to your use or, to the extent applicable, your Authorized Users' use, of the Services or the Content, excluding any Services or Content supplied by a third party, asserted against you by any third party provided: (i) all use of the applicable Services and the applicable Content was in accordance with the Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the applicable Services or the applicable Content with or into other products, applications, images or data not approved by EagleView in writing; (iii) you give EagleView prompt notice of such claim; and (iv) you give EagleView the right to control and direct the investigation, defense and settlement of such claim. You, at EagleView's expense, shall reasonably cooperate with EagleView in connection with the foregoing.

e. Right to Mitigate. In addition to Section 6(d), if any of the Services, the operation thereof or any of the Content become, or in the opinion of EagleView are likely to become, the subject of a claim of infringement, EagleView may, at its option and expense, either: (i) procure for you the right to continue using the applicable Services or the applicable Content, (ii) replace or modify the applicable Services or the applicable Content so that they become non-infringing; or (iii) terminate the Agreement (including the applicable licenses granted to you) on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid Fees.

f. Sole / Exclusive Remedy. Your right to monetary damages in the amount of the liability cap, as specified in Section 6(c) above, shall be in lieu of all other remedies which you may have against any Covered Party. The provisions of Sections 6(d) and (e) of the Agreement shall constitute your sole and exclusive remedy for the respective matters specified therein.

g. Notification of Claims. You shall (a) notify EagleView in writing of any claims or proceedings involving any of the Content and/or the Services within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to EagleView all claimed or suspected defects in the Content and/or the Services.

7. MISCELLANEOUS

a. Restricted Rights. The Content and Services acquired with United States Government funds or intended for use within or for any United States federal agency are provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.

b. Trade Restrictions. The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Content or Services in violation of the Export Administration Regulations of the U.S. Department of Commerce.

c. Patriot Act. You are aware and understand that any user data collected or stored by the Online Services or the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold EagleView harmless from, all claims against EagleView with respect to such access.

d. Non-Compete. You may not use the Services or the Content (or both) to compete with any businesses of EagleView.

e. FCR. You may not use information included in the Services or the Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

f. Amendments / Modifications. Any modifications, amendments or supplements to the Agreement must be made in writing and be signed by duly authorized officers of each party. Furthermore, the Agreement may not be modified, amended or supplemented by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

g. Payment on Breach. In the event of a breach of your obligations under the Agreement, including your payment obligations, you agree to pay all of EagleView's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

h. Notices. All notices and other communications hereunder shall be in writing or, solely with respect to the Online Services, displayed electronically in the Online Services by EagleView. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to EagleView should be sent to EagleView, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.

i. No Waiver. No waiver of a breach of any term of the Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of the Agreement. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.

j. Assignment. Neither you nor any Authorized User may assign or otherwise transfer your rights or delegate your duties under the Agreement without the prior written consent of EagleView. Any attempt by you or any Authorized User to assign, transfer or delegate your rights or obligations under the Agreement without EagleView's consent shall be void, and shall also void the limited license granted to you by the Agreement. The Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

k. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

l. Force Majeure. Except with respect to Customer's payment obligations for Content or Services (or both) provided, each party will be excused from performance under the Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

m. Severability. The Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of the Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of the Agreement.

n. Third Party Beneficiary. Where applicable, each affiliate of EagleView and each third party supplier of the Content or Services has the right to assert and enforce the provisions of the Agreement directly on its own behalf as a third party beneficiary.

o. Entire Agreement. The Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

p. Construction. The headings in the Agreement are for convenience only. They do not constitute a portion of the Agreement and will not be used in any construction of it. The terms "include" and "including" are not limiting.

II. PRODUCT SPECIFIC TERMS

A. DELIVERED CONTENT. These terms apply to Delivered Content only. If you receive, access or use Delivered Content under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:

    a. install the Delivered Content on Authorized Systems;

    b. permit access and use of the Delivered Content through Authorized Systems by:

        i. Delivered Content Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;

        ii. Project Participants under the supervision of Delivered Content Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and

        iii. individual members of the public (each a "Permitted Public Member"), but only through Delivered Content Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2. Delivered Content Authorized User, Authorized Subdivision and Permitted Public Compliance. You shall at all times be responsible for compliance by each Delivered Content Authorized User, Authorized Subdivision and Permitted Public Member with the terms and conditions of the Agreement including these Delivered Content terms and conditions.

3. Project Participants. Each notice to EagleView identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. EagleView retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Agreement including these Delivered Content terms and conditions.

4. Geographic Data. If available, you agree to provide to EagleView geographic data in industry standard format (e.g., shape, DBF) including digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by EagleView as part of its products and services, provided that at no time shall EagleView claim ownership of that data.

5. STANDARD ORTHO MOSAIC PRODUCTS.
EagleView standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual EagleView ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While EagleView works to minimize such artifacts, without limitation to anything set forth in the Agreement, the EagleView standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

    i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
    ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
    iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
    iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
    v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
    vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
    vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
    viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

    Other EagleView products may be available that are less prone to such artifacts than the EagleView standard ortho mosaic products.

6. RapidAccess—Disaster Response Program ("DRP")

    A. Disaster Coverage Imagery – If Section A: Product Description, Prices and Payment Terms provides EagleView will provide DRP, then EagleView will, upon request of Customer, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

Imagery captured through DRP will be captured "as-is".

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

C. Online Services – Use of Pictometry ConnectExplorer™ – EagleView's DRP includes the use of Connect Explorer for a term of ninety (90) days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

7. Use of EagleView's Marks. You agree not to attach any additional trademarks, trade names, logos or designations, whether registered or not ("Marks") to any Delivered Content or to any copies of any Delivered Content without prior written approval from EagleView. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the EagleView marks. You further agree that you will not use any EagleView trademark, trade name, logo, or designation in connection with any product or service other than the applicable Delivered Content. EagleView grants you a nonexclusive, non-sublicensable, non-transferable right to use EagleView's Marks to display such Marks to the extent they appear on the Delivered Content and for no other purpose and your right is coterminous with the license granted to you pursuant to the Agreement. You will only use EagleView's Marks as advised by EagleView from time to time and any and all goodwill accruing from your use of such Marks will inure to the benefit of EagleView.

8. License Term. The license granted to you pursuant to these Delivered Content terms and conditions is perpetual, subject to EagleView's right to terminate the license in the event you do not pay in full the Fees, unless the Agreement is terminated for any reason other than a breach of the Agreement by EagleView, or as otherwise provided in the Agreement.

B. ONLINE SERVICES. These terms apply to the Online Services and Licensed Content only. If you access or use the Online Services or Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions otherwise set forth in the Agreement, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

2. Access. Only Eligible Users are eligible to access and use the Online Services and the Licensed Content pursuant to the Agreement. Each Eligible User shall be assigned a EagleView Credential for the purposes of accessing the Online Services. You will promptly deactivate an Eligible User's EagleView Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with EagleView Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others.

3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these Online Services terms and conditions will continue for the duration of the term of the Agreement, unless terminated earlier by EagleView in accordance with the terms of the Agreement.

C. WEB VISUALIZATION. These terms apply to the WVO Services and WVO Licensed Content only. If you access or use the WVO Services or WVO Licensed Content under the Agreement, the following terms apply to you.

1. Grant of Rights. You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single website operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.

2. End-User Access. You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belongs to the Covered Party , and (e) EagleView takes no responsibility for and shall not be liable for the WVO Licensed Content of its third party suppliers.

3. License Term. Unless otherwise set forth in Section A (Product Description, Prices and Payment Terms), the license granted to you pursuant to these WVO Services terms and conditions will continue for the duration of the term of the Agreement, unless earlier terminated by EagleView in accordance with the terms of the Agreement.

D. SOFTWARE LICENSE. These terms apply to the EagleView Software and the Documentation only. If you download, receive access to or use the EagleView Software or the Documentation (or both) under the Agreement, the following terms apply to you.

1. Grant of Rights. Subject to the terms and conditions of the Agreement, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the EagleView Software and the Documentation solely for internal use. Use of the functionality provided by the EagleView Software other than for your internal use is prohibited, except with the prior written approval of EagleView. You may make one copy of the EagleView Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original.

2. License Term. The license granted to you pursuant to these Software License terms and conditions will terminate automatically (i) upon termination or expiry of the Agreement for any reason, or (ii) without notice from Pictometry if you fail to comply with any term of the Agreement.

[END OF LICENSE TERMS]

SECTION C NON-STANDARD TERMS AND CONDITIONS

1) Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

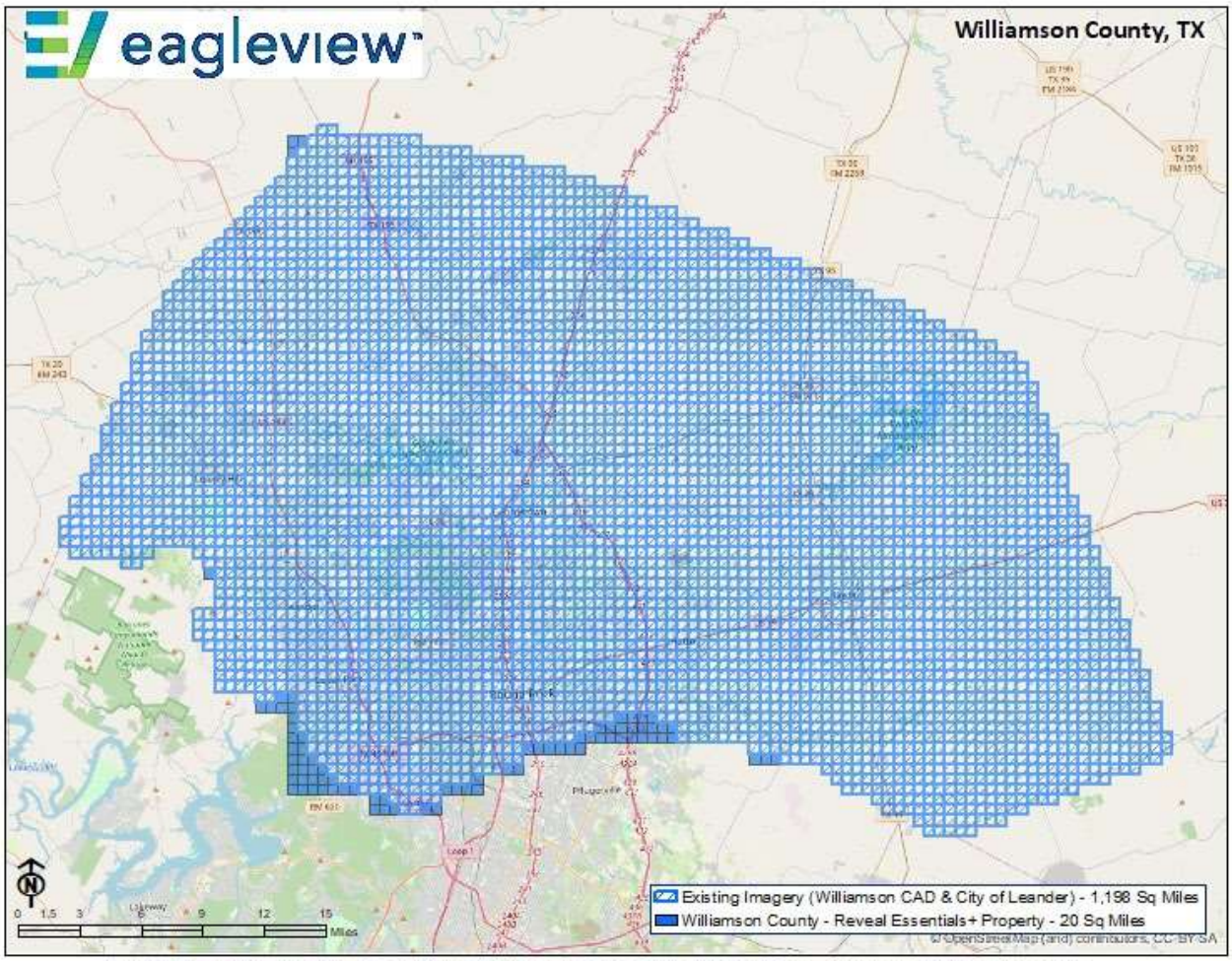
2) Capture Contingency: Notwithstanding anything herein to the contrary, EagleView's obligation to provide the Existing Imagery and associated mosaic and tile products set forth in Section A of this Agreement is contingent upon EagleView completing associated image captures for Williamson Central Appraisal District, TX and City of Leander, TX. In the event that EagleView does not complete these image captures, it is under no obligation to provide the Existing Imagery and associated mosaic and tile products set forth in this Agreement.

3) Ownership of Delivered Orthogonal Imagery to Customer: Customer shall own the copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Order Form. EagleView shall own all copies of the orthogonal imagery, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView's possession and reserves all rights thereto. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the orthogonal imagery remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Order Form remain the sole and exclusive property of EagleView.

4) 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.

5) Right to Audit: Pictometry agrees that Customer or its duly authorized representatives shall, until the expiration of one (1) year after final payment under this Agreement, have access to and the right to examine and photocopy this Agreement, any amendments or modifications thereto, invoices related to this Agreement, and documents necessary to monitor compliance with the provisions of this Agreement. Pictometry agrees that Customer shall have access during normal working hours to Pictometry's corporate offices, currently located at 25 Methodist Hill Drive, Rochester, New York, 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 Pictometry thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually. Customer shall be solely responsible for the costs of such audits.

MAP(S) (IF APPLICABLE)



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright

TX Williamson County_ Pictometry Agreement_ 12-10-24_SIGNED

Final Audit Report 2024-12-10

Created:	2024-12-10
By:	Matthew Hurst (matthew.hurst@eagleview.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX-tLQWl9zDTz52X8UgZgjALt-uiXzaF5

"TX Williamson County_ Pictometry Agreement_12-10-24_SIGNED" History

Document created by Matthew Hurst (matthew.hurst@eagleview.com)
2024-12-10 - 7:59:34 PM GMT

Document emailed to Robert Locke (robert.locke@eagleview.com) for signature
2024-12-10 - 7:59:40 PM GMT

Email sent to kevin.beers@eagleivew.com bounced and could not be delivered
2024-12-10 - 7:59:52 PM GMT

Email viewed by Robert Locke (robert.locke@eagleview.com)
2024-12-10 - 8:00:03 PM GMT

Document e-signed by Robert Locke (robert.locke@eagleview.com)
Signature Date: 2024-12-10 - 8:01:01 PM GMT - Time Source: server

Agreement completed.
2024-12-10 - 8:01:01 PM GMT

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:
2024-1246339

Date Filed:
12/06/2024

Date Acknowledged:
12/06/2024

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

Pictometry International Corp., dba EagleView
Rochester, NY United States

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

Williamson County Commissioners Court

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

202581
Aerial Imagery

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

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

OFFICE USE ONLY
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202581
Aerial Imagery

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].

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 Monroe County, State of New York, on the 6th day of December (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **49.**

Meeting Date: 01/07/2025

Annual Service Subscription with Environmental Systems Research Institute, Inc. (ESRI)

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving #202587 between Williamson County and Environmental Systems Research Institute, Inc (ESRI) for an annual subscription for the Advantage Program, in the amount of $109,313.75, pursuant to DIR cooperative contract #DIR-CPO-4699 and authorize execution of quote for the annual service subscription.

Background

Approval of this annual service subscription with the ESRI Advantage Program will provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This program will help the GIS Department be more efficient in implementing County solutions while maintaining industry best practices. The funding source is 01.0100.0503.004100 for FY25. Budget, Contract Audit and General Council have been approved. Origination #1746. Point of contact is George Strebel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESRI Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:03 AM
Form Started By: barbi.hageman		Started On: 12/31/2024 08:45 AM
Final Approval Date: 01/02/2025		

Quotation # [redacted]

Date: December 5, 2024

Customer # [redacted] **Contract # DIR-CPO-4699**

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

County of Williamson
Information Technology Dept
301 Se Inner Loop Ste 105
Georgetown, TX 78626-8207

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/4/2024 To: 3/4/2025

ATTENTION: George Strebel
PHONE: 512-943-1474
EMAIL: gstrebel@wilco.org

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	$109,313.75	$109,313.75

Esri Advantage Program: Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at https://www.esri.com/en-us/legal/terms/services.

Subtotal:	$109,313.75
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$109,313.75

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (Esri)

Signature: _____

Printed Name: Stacy McEwan

Title: Associate Director, PS Contracts

Date: December 6,2024

This quote is subject to the terms and conditions of the State of Texas contract DIR-CPO-4699, Esri contract 00298018.0 with the State of Texas. Please reference the contract on your Purchase Order; no other terms shall apply.

In accordance with Section 10.12(D) of Appendix A of the DIR Contract No. DIR-CPO-4699 (Esri Agreement No. 00298018.0), Esri requests countersignature of the attached "Texas DIR-CPO-4699 Customer Addendum to Purchase Order." Please include the countersigned addendum within your purchase order in order for Esri to process the order.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Jacob Blind	jblind@esri.com	8801 x8801

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

BLINDJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc.** (**"Esri"** or **"Successful Respondent"**) and the **State of Texas, acting by and through the Department of Information Resources** (**"DIR"**) have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) $1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.

4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

_____	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
(Customer)	(Esri)
By: _____	By: _____
Printed Name: _____	Printed Name: Tamisa Greening
Title: _____	Title: Director, Contracts and Legal
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:
2024-1249836

Date Filed:
12/16/2024

Date Acknowledged:
12/20/2024

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

Environmental Systems Research Institute, Inc.
Redlands, CA United States

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

County of Williamson

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

202587
ESRI Q-537018 ESRI advantage program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jack and Laura Dangermond Trust	Redlands, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

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:
2024-1249836

Date Filed:
12/16/2024

Date Acknowledged:

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

Environmental Systems Research Institute, Inc.
Redlands, CA United States

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

County of Williamson

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

202587
ESRI Q-537018 ESRI advantage program

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jack and Laura Dangermond Trust	Redlands, CA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____ (street) _____, _____ (city), _____ (state) 92373-8100 (zip code), US (country).

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

Executed in San Bernardino County, State of California, on the 16th day of Dec. (month), 2024 (year).

Annette Kazandjian (Dec 16, 2024 16:41 PST)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **50.**

Meeting Date: 01/07/2025

Approval of County Addendum for Support and Maintenance from Motorola Solutions for Information Systems

Submitted For: Joy Simonton

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action by approving Addendum #202598 for the annual Support and Maintenance for Astro/NICE for Dispatch and the Training Lab/Back Up Center with Motorola Solutions, Inc. totaling $516,169.45 pursuant to HGAC Contract #RA05-21, and authorizing the purchase.

Background

This agreement provides the county's mission-critical radio communications systems with 24/7/365 support and maintenance from Motorola per the attached quotes. These contracts are renewed annually. The funding source for FY25 is 01.0100.0523.004500. Motorola Solutions, Inc. is a publicly traded company. Therefore, no Form 1295 is required. Origination # 1785. Point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motorola Addendum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:07 AM
Form Started By: barbi.hageman		Started On: 12/31/2024 11:07 AM
Final Approval Date: 01/02/2025		

WILLIAMSON COUNTY
ADDENDUM FOR MOTOROLA SOLUTIONS SERVICE CONTRACT

Quote #: QUOTE - 2521418; Contract #: USC000020867

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

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

I.

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

II.

Texas Laws Applicable to Indemnification: Customer indemnifications or statues of limitations shall be to the extent authorized under Texas law and shall follow law without modifying the County's rights.

III.

Compliance With All Laws: Motorola agrees to and will comply with all local, state or federal requirements with respect to the services rendered.

IV.

Good Faith Clause: Motorola agrees to act in good faith in the performance of this Addendum.

V.

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

A. This Addendum
B. As described in the attached Quote, which is incorporated herein as if copied in full:
   a. Quote #: QUOTE-2521418; Contract #: USC000020867
C. Cooperative Agreement (Contract # HGCA RA05-21)

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williams County in the discretion of the Willaimson County Commissioners Court.

VI.

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

VII.

Right to Audit: Motorola agrees that the Customer 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 Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that the Customer shall have access during normal working hours to all necessary Motorola facilities and
shall be provided adequate and appropriate workspace in order to conduct audits in compliance

with the provisions of this section. The Customer shall give Motorola reasonable advance notice of intended audits.

VII.

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

IX.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____, 20____

MOTOROLA:

Paul Newman
Authorized Signature

Paul Newman
Printed Name

_____
Printed Name

Dated: December 30, 20 24

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 31 2024 Time: 10:37 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Dec 30 2024 Time: 12:25 pm

Exhibit “A”
Quote/Contract

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2521418
Contract Number: USC000020867
Contract Modifier: R09-FEB-24 17:58:49

Date:12/11/2024

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	3171 SE INNER LOOP
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
PO # :	
Customer # :	1035809592
Bill to Tag # :	
Contract Start Date :	01-Oct-2024
Contract End Date :	30-Sep-2025
Payment Cycle :	MONTHLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0487A	NICE-SUA II	$125,840.00
	SVC02SVC0127A	NICE GOLD PACKAGE	$127,273.33
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$64,697.50
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$7,006.46
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$129,405.12
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$19,986.50
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$2,174.42
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$39,786.12

Subtotal - Recurring Services	$43,014.12	$516,169.45
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$516,169.45

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

Contract As Per HGAC RA05-21

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/

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managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

CUSTOMER (PRINT NAME)

Paul Newman	Regional Service Manager	12/30/2024
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Paul Newman	307-256-0344	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	WILLIAMSON COUNTY
Contract Number :	USC000020867
Contract Modifier :	R09-FEB-24 17:58:49
Contract Start Date :	01-Oct-2024
Contract End Date :	30-Sep-2025

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
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(888) 325-9336

Quote Number : QUOTE-2521418
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Contract Modifier: R09-FEB-24 17:58:49

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2521418
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : QUOTE-2521418
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Contract Modifier: R09-FEB-24 17:58:49

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Commissioners Court - Regular Session **51.**

Meeting Date: 01/07/2025

Accept donation by Veteran Services

Submitted For: Michael Hernandez

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services Donations.

Background

Multiple donations received by American Legion Posts 228 and Post 174 totaling $2561.00

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donations	$2561.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2024 02:12 PM
Form Started By: misty.cordero-pierce		Started On: 12/19/2024 12:20 PM
Final Approval Date: 12/30/2024		

Commissioners Court - Regular Session **52.**

Meeting Date: 01/07/2025

Accept donation by Veteran Services

Submitted For: Michael Hernandez

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for Veteran Services Donations.

Background

Multiple donations received by American Legion Posts 174 and Post 228 totaling $2561.00

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donations	$2561.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/20/2024 02:21 PM
Form Started By: misty.cordero-pierce		Started On: 12/20/2024 01:55 PM
Final Approval Date: 12/30/2024		

Commissioners Court - Regular Session **53.**

Meeting Date: 01/07/2025

Approval of Amendment to the JM Engineering LLC Agreement, for providing HVAC maintenance services

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 which incorporates the FEMA Addendum for contract #24RFP30, approved on 4.9.2024, JM Engineering LLC.

Background

This item is to provide the inclusion of the FEMA Addendum for 24RFP30, approved on 4.9.2024 by JM Engineering LLC by adding FEMA-compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding source: 01.0100.0509.004510. Department Contact: Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

TEC 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 12:01 PM
Form Started By: Theresa Gross		Started On: 12/12/2024 02:17 PM
Final Approval Date: 01/01/2025		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
JME ENGINEERING, 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 JME Engineering, 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 April 09, 2024 (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: _____

JME ENGINEERING, INC.:

Jay Weinberger
Authorized Signature

Jay Weinberger
Printed Name

Date: December 12, 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:

JM Engineering, LLC
Name of Contractor

Jay Weinberger
Authorized Signature

Jay Weinberger
Printed Name

Date: December 12, 2024, 20

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1248604

Date Filed:
12/12/2024

Date Acknowledged:
12/12/2024

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

JM Engineering, 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.

24RFP30
Providing HVAC maintenance services for Williamson County Buildings

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

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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24RFP30
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4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
JM Engineering, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jay Weinberger, 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 12 day of December, 20 24.
(month) (year)

Jay Weinberger
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **54.**

Meeting Date: 01/07/2025

Expo Gattis Pavilion - New Water Tank - Aggieland Construction - Change Order #5

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

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 5 from Aggieland Construction for the Expo - Water Storage Tank Project in the amount of $15,650.00, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is for additional materials and labor for the water storage tank. Williamson County Facilities Senior Project Manager, Angel Gomez, was delegated change order approval authority for this project on March 21st, 2023 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo - Water Storage Tank - CO#5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/27/2024 04:26 PM
County Judge Exec Asst.	Delia Colon	12/31/2024 08:50 AM
Form Started By: Christy Matoska		Started On: 12/18/2024 02:17 PM
Final Approval Date: 12/31/2024		

CHANGE ORDER
Williamson County Water Storage Tank

CHANGE ORDER NO: **005** NTP Date: 08.21.24

DATE OF ISSUANCE: December 18, 2024

Contractor: Aggieland Construction

Architect/ Engineer: Williamson County

EXPLANATION:

1. Add additional costs to the existing PVC fill pipe. Revisions include demo of existing PVC, fitting, straight pipe & hose up to the first horizontal joint. Add 4" hot dipped galvanized pipe & appropriate fittings to extend pipe up at least 14ft to 16ft to accommodate 14ft clear at break-away coupling / connection fill line of truck. Add for break-away connection / coupling at end of 90 degree fitting turndown over ramp to fill truck. Pricing includes flat bar strapping extended (welded) across three (3) bollards for additional support, new vertical pipe will be welded to bollards and flat bar for added support. Flat bar will be located at top and bottom of bollards. Bollards will be painted to match. Galvanized piping will be painted black with DTM paint to match existing insulation. Electrical adds include, Keyed Switch for pump off/on located on outside of pump house, wire, conduit, fittings, boxes, tstat(s), new heater hardwired, including new tstat, and any other necessary electrical components to satisfy the customer's needs as discussed during our walk-through on November 25, 2024. Add insulation for 2" existing PVC pipe from well to pump.

CONTRACT CHANGE:

1. **Add $15,650 to current contract amount for changes included above. Fifteen Thousand Six Hundred Fifty & No/ 100 ----------**

Original Contract Amount	$ 153,392.00
Net change by previously submitted Change Orders	$ 22,213.00
Contract sum prior to this Change Order was	$ 175,605.00
Contract Sum be increased / (decreased) by this Change Order in the amount of	$ 15,650.00
The new Contract Sum including this Change Order will be	$ 191,255.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 24.68 %

The Contract Time will be changed by 14 days

The date of Substantial Completion as of the date of this Change Order January 14, 2025

RECOMMENDED BY:

Kyle Maas		December 18, 2024
Contractor's Printed Name	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer Name	Signature	Date

ACCEPTED BY:

Angel Gomez	Angel Gomez (Dec 18, 2024 13:33 CST)	Dec 18, 2024
Owner's Representative	Signature	Date

Commissioners Court - Regular Session **55.**

Meeting Date: 01/07/2025

Awarding of RFP #25RFP3 Construction Manager at Risk (CMAR) for Fleet Shop Addition to Chasco Constructors, ltd., LLP 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 RFP #25RFP3 Fleet Shop Addition to Chasco Constructors, ltd., LLP, in the amount of Seven Thousand Dollars ($7,000.00) for Pre-Construction Phase services and Three Hundred Eight Thousand One Hundred Dollars ($308,100.00) Construction Phase services based on the initial Pre-Construction phase and estimated Construction Budget and authorize the execution of the contract. The funding source is P608.

Background

Williamson County sent out 12,999 notifications with 110 document takers, and received 6 responses from the Construction Manager at Risk for Fleet Shop Addition solicitation. The responses were evaluated and the top-rated vendor, Chasco Constructors Ltd., LLP, submitted a Best and Final Offer (BAFO) and a contract was negotiated. The evaluation committee recommends awarding it to Chasco Constructors, ltd., LLP. The funding source is P608 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CMAR Contract Fleet Shop Addition

Exhibit A_compressed

Best and Final Offer- Chasco

Recommendation Letter 25RFP3

25RFCSP3-Fleet Addition-P608-Eval Scores Signed_Redacted

Form 1295 Chasco Constructors complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 09:40 AM
Form Started By: Johnny Grimaldo		Started On: 12/26/2024 12:33 PM
Final Approval Date: 01/02/2025		

CONTRACT FOR
CONSTRUCTION MANAGER AT-RISK ("CMAR") PROJECT DELIVERY

PROJECT: **Central Maintenance Facility – Fleet Shop Addition** ("Project")

CONSTRUCTION MANAGER AT-RISK: **Chasco Constructors, Ltd., L.L.P.** ("CMAR")
Charles King, Vice President & CFO
2801 East Old Settlers Blvd.
Round Rock, TX 78665

ARCHITECT & ENGINEER: **MODE Design Company** ("A/E")
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Management**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR CONSTRUCTION MANAGEMENT AT-RISK PROJECT DELIVERY ("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 CMAR.

ARTICLE 1
SCOPE OF WORK

County desires to retain a CMAR for the **Central Maintenance Facility – Fleet Shop Addition** (hereinafter called the "Project"). CMAR has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with County's requirements and the terms of this Contract (hereinafter collectively referred to as the "Work").

ARTICLE 2
GENERAL PROVISIONS

2.1 Contract Documents.

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced therein, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/ Proposal Documents as defined by the Invitation for Bidders/ Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract. Upon County's acceptance of CMAR's Guaranteed Maximum Price ("GMP") proposal, the Contract Documents will also include the documents described in **Paragraph 8.2.3** and identified in the GMP Amendment and revisions prepared by A/E and furnished by County as described in **Section 8.2**.

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, CMAR shall immediately notify County and seek clarification from A/E and County.

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

2.2 Relationship of the Parties.

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

2.2.2
It is understood and agreed that CMAR shall not in any sense be considered a partner or joint venturer with County, nor shall CMAR hold itself out as an agent or official representative of County unless expressly authorized to do so by a majority vote of the Williamson County Commissioners Court. CMAR shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of County other than what may be expressly allowed under this Contract.

2.3 General Conditions.

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

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. CMAR shall achieve Substantial Completion of the Work within **One Hundred Eighty-Two (182) calendar days** after such Commencement Date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, CMAR 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.

CMAR 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 CMAR's achieving Substantial Completion of the Work within the Contract Time. CMAR further acknowledges and agrees that if CMAR 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, CMAR 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 CMAR 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 CMAR 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 CMAR under this Contract. Any liquidated damages not so deducted from any unpaid amounts due CMAR shall be payable by CMAR 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 CMAR all of County's actual damages in connection with the failure by CMAR to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
CMAR COMPENSATION

4.1 Compensation for Preconstruction Phase Services.

4.1.1
County shall pay CMAR the lump sum amount of **Seven Thousand Dollars ($ 7,000.)** for Preconstruction Phase services in accordance with the following schedule:

Design Development Phase:	**20%** of Preconstruction Services Fee
Construction Document Review:	**40%** of Preconstruction Services Fee
GMP Proposal Provided:	**30%** of Preconstruction Services Fee
Final Comments and GMP Acceptance:	**10%** of Preconstruction Services Fee

4.1.2
County shall make payments in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2252**.

4.2 Compensation for Construction Phase Services.
For CMAR's performance of the Work as described in **Section 8.3**, County shall pay CMAR the Contract Sum in current funds for CMAR's performance of this Contract. The Contract Sum is the Cost of the Work as defined in **Paragraph 5.1.1** plus CMAR's Fee.

4.2.1 CMAR's Fee:
CMAR's Fee shall be **Three Hundred Eight Thousand, One Hundred Dollars ($308,100.)** and shall include the following:

.1 CMAR's fees for construction phase services other than for self-performed construction work.

.2 CMAR overhead and profit.

.3 Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

.4 Office Expenses.
Courier service, postage and expressage.

.5 Temporary Utilities.
Mobilization and demobilization, electric service (including field office trailers), water service (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, construction roads, temporary construction parking, clean-up, dumpsters, signage, safety, audit, and record storage.

.6 Taxes, Insurance, and Fees.
Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Preconstruction Phase services fee, construction phase services fee, overhead and profit.

.7 Construction Management Labor.
Payroll tax fringes, construction management labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel.

.8 General Construction Debris Removal.
Costs of removal of general construction debris from the site of the Work and its proper and legal disposal.

.9 Construction Survey Layout.
Layout crew and licensed survey layout.

.10 Project Close-out.
Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

4.2.2 Method of adjustment of CMAR's Fee for changes in the Work:

.1 CMAR Fee for Change in Contract Work.
CMAR's Fee adjustment shall be equal to **18.54%** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work.

.2 CMAR Fee for Change in Contract Time.
CMAR's Fee adjustment shall be equal to **One Thousand, Four Hundred Eighty-**

Six Dollars ($1,486.) per day to cover the Cost of extended General Conditions that is incurred or paid by CMAR during performance of the Work.

.3 CMAR Fee for Change in Project Budget.
CMAR's Fee, as stated **Paragraph 4.2.1**, is in the form of a fixed fee and such fixed fee was established based on the Construction Documents and the County's initial proposed Project Budget set forth in the Request for Proposal (RFP). In the event County increases the Project Budget following execution of this Contract, CMAR's Fee adjustment shall be equal to **30.81%** of the Cost of the Work directly attributable to any such change that is incurred or paid by CMAR during performance of the Work due to such increase of the Project Budget.

4.2.3
A Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed **ten percent (10%).**

4.3 Guaranteed Maximum Price.

4.3.1
CMAR guarantees that the Contract Sum shall not exceed the GMP set forth in the GMP Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the GMP, CMAR shall bear such costs in excess of the GMP without reimbursement or additional compensation from County. The GMP is subject to adjustment for (1) scope changes, as described in **Section 4.4**, and (2) Change Orders, authorized in accordance with the requirements of the Contract Documents. The difference, as of the date of final completion, between (1) the total aggregate sum of the Cost of the Work plus CMAR's Fee and (2) the GMP upon final completion of the Work (such difference referred to as the "Savings") shall inure to the benefit of County. Except for CMAR's Fee stated above, CMAR shall not be entitled to any compensation from the Savings, unused Owner's Contingency, or otherwise.

4.3.2
The GMP is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

4.3.3
Although the Contract Sum is based upon the Cost of the Work plus the CMAR's Fee subject to a GMP, as may be adjusted, County agrees to make progress payments to CMAR on a percentage of completion according to a Schedule of Values provided in **Article 7**.

4.4 Changes in the Work.

4.4.1
County may, without invalidating this Contract, order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. County shall issue such changes in writing. A/E may make minor changes in the Work as provided in **UGC 7.4**. CMAR shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

4.4.2
Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in **UGC 7.3.3**.

4.4.3
In calculating adjustments to subcontracts (except those awarded with County's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in **UGC 7.3.3.3** and the term "costs" as used in **UGC 7.3.7** shall have the meanings assigned to them in the **UGCs** and shall not be modified by **Sections 4.2 through 4.3** and **Sections 5.1 through 5.5**. Adjustments to subcontracts awarded with County's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of this Contract, unless County has furnished CMAR with prior written approval of the form and substance of a subcontract, in which case such adjustment shall be calculated in accordance with the terms and conditions of that subcontract.

4.4.4
In calculating adjustments to the GMP, the terms “cost” and “costs” as used in the above-referenced provisions of UGCs shall mean the Cost of the Work as defined in **Sections 5.1 through 5.5** and the term “fee” shall mean the CMAR’s Fee as defined in **Section 4.2**.

ARTICLE 5
COST OF THE WORK FOR CONSTRUCTION PHASE

5.1 Costs to be Reimbursed.

5.1.1
The term Cost of the Work shall mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of County. The Cost of the Work shall include only the items set forth in **Sections 5.1 through 5.5**.

5.1.2
IT IS THE LEGAL DUTY OF COUNTY’S AUDITOR (THE WILLIAMSON COUNTY AUDITOR) TO EXAMINE AND EITHER APPROVE OR NOT APPROVE THE LAWFULNESS OF ALL CLAIMS, BILLS, AND ACCOUNTS AGAINST COUNTY BEFORE SUCH CLAIM, BILL, OR ACCOUNT MAY BE SUBMITTED TO COUNTY’S GOVERNING BODY (THE WILLIAMSON COUNTY COMMISSIONERS COURT) FOR APPROVAL OF PAYMENT. WHERE ANY COST IS SUBJECT TO COUNTY’S PRIOR APPROVAL, CMAR SHALL FIRST OBTAIN THIS APPROVAL FROM COUNTY’S AUDITOR PRIOR TO INCURRING THE COST. THE PARTIES SHALL ENDEAVOR TO IDENTIFY ANY SUCH COSTS PRIOR TO EXECUTING GMP AMENDMENT.

5.2 Labor and Subcontract Costs.

5.2.1
Wages of construction workers directly employed by the CMAR to perform the construction of the Work at the site

5.2.2
Amounts properly billed by Subcontractors for Work which has been approved by CMAR and County and which otherwise satisfies all requirements of the subcontracts and the Contract Documents. Except for preservation of CMAR's right to make receipt of payment from County a condition precedent to CMAR's obligation to pay subcontractors, vendors, and other contractees of CMAR, subcontractors, and other contracts otherwise shall conform to all applicable payment provisions of Texas law and this Contract and shall not be awarded on the basis of cost plus fee without County's written consent.

5.3 Costs of Materials and Equipment Incorporated in the Completed Construction.

5.3.1
Costs of transportation, onsite storage, installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment incorporated or to be incorporated in the completed construction.

5.3.2
Costs of materials, described in the preceding **Paragraph 5.3.1**, in excess of those actually installed to all for reasonable waste and spoilage. Unused excess materials, if any, shall become County's property at the completion of the Work or, at County's option, shall be sold by CMAR. Any amounts realized from such sales shall be credited to County as a deduction from the Cost of the Work.

5.4 Costs of Other Materials and Related Items.
Costs of large-scale removal of debris from the site of the Work and its proper and legal disposal for site work or demolition that exceeds general construction debris removal as stated in the General Conditions.

5.5 Miscellaneous Costs.

5.5.1
Self-insurance for amounts of the coverages required by the Contract Documents, with County’s prior approval.

5.5.2
Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the costs of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgements against CMAR resulting from such suits or claims and payments; and payments of settlements made with County’s consent. However, such costs of legal defenses, judgements, and settlements shall not be included in the calculation of CMAR’s Fee or subject to the GMP. If such royalties, fees, and costs are excluded by the last sentence in **UGC 3.17** or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

5.5.3
Deposits lost for causes other than CMAR’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

5.6 Other Costs and Emergencies.

5.6.1
Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by County.

5.6.2
Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property, as provided in **UGC 10.4**.

5.6.3
Costs of repairing or correcting damaged or nonconforming Work executed by CMAR, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of CMAR and only to the extent that the cost of repair or correction is not recovered by CMAR from insurance, sureties, Subcontractors, suppliers, or others.

5.7 Costs not to be Reimbursed.

The Cost of the Work shall not include the items listed below:

5.7.1
Salaries and other compensation of CMAR's personnel stationed at CMAR's principal office or offices other than the site office, except as may be provided in **Section 12.1**;

5.7.2
Expenses of CMAR's principal office and offices other than the site office;

5.7.3
Overhead and general expenses, except as may be expressly included in **Sections 5.1 through 5.5**;

5.7.4
CMAR's capital expenses, including interest on CMAR's capital employed for the Work;

5.7.5
Costs due to the negligence or failure of CMAR, Subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of this Contract;

5.7.6
Any cost not specifically and expressly described in **Sections 5.1 through 5.5**;

5.7.7
Costs, other than costs included in Change Orders approved by County, that would cause the GMP to be exceeded;

5.7.8
Costs for services incurred during the Preconstruction Phase;

5.7.9
Any expenses or costs that are not allowed or incurred pursuant to the Williamson County Vendor Reimbursement Policy, which is incorporated herein by reference and of which CMAR acknowledges prior receipt of said policy; and

5.7.10
Any expenses or costs that are included as a part of the CMAR's Fee, as defined under **Paragraph 6.2.1**.

5.8 Discounts, Rebates, and Refunds

5.8.1
Cash discounts obtained on payments made by CMAR shall accrue to County if (1) before making the payment, CMAR included them in an Application for Payment and received payment from County, or (2) County has deposited funds with CMAR with which to make payments; otherwise, cash discounts shall accrue to CMAR. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to County, and CMAR shall make provisions so that they can be obtained.

5.8.2
Amounts that accrue to County in accordance with the provisions of **Paragraph 5.6.1** shall be credited to County as a deduction from the Cost of the Work.

5.9 Related Party Transactions.

5.9.1
For purposes of **this Section**, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with CMAR; any entity in which any stockholder in, or management employee of, CMAR owns any interest in excess of **ten percent (10%)** in the aggregate; or any person or entity which has the right to control the business or affairs of CMAR. The term "related party" includes any member of the immediate family of any person identified above.

5.9.2
If any of the costs to be reimbursed arise from a transaction between CMAR and a related party, CMAR shall notify County of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If County, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and CMAR shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**. If County fails to authorize the transaction, CMAR shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of **Subparagraphs 8.3.2.1 through 8.3.2.3**.

5.10 Accounting Records.
CMAR shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to County. County and County's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, CMAR's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. CMAR shall preserve these records for a period of **three (3) years** after final payment, or for such longer period as may be required by law.

ARTICLE 6
PAYMENTS FOR CONSTRUCTION PHASE SERVICES

6.1 Progress Payments.

6.1.1
Based upon Applications for Payment submitted to A/E by CMAR and Certificates for Payment issued by A/E, County shall make progress payments on account of the Contract Sum to CMAR as provided below and elsewhere in the Contract Documents.

6.1.2
The period covered by each Application for Payment shall be **one (1) calendar month** ending on the last day of the month.

6.1.3 Prompt Payment Policy.
In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to CMAR 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. CMAR may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

.1 There is a bona fide dispute between County and CMAR concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

.2 There is a bona fide dispute between CMAR and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

.3 The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

6.1.4
With each Application for Payment, CMAR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by County or A/E to demonstrate that cash disbursements already made by CMAR on account of the Cost of the Work equal or exceed progress payments already received by CMAR, less that portion of those payments attributable to CMAR's Fee, plus payrolls for the period covered by the present Application for Payment. In addition to other required items, if requested by County, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to County and in compliance with applicable statutes of the State of Texas:

.1 With each Application for Payment: a current Sworn Statement from CMAR setting forth all Subcontractors and all material suppliers with whom CMAR 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 CMAR from such progress payment as required by **Texas Property Code, §53.085** (Bills-Paid Affidavit);

.2 With each Application for Payment: a duly executed **Conditional Waiver and Release on Progress Payment** from CMAR and Subcontractors establishing receipt of payment or satisfaction of the payment requested by CMAR in the current Application for Payment as required **by Texas Property Code, §53.284**.

.3 Commencing with the second Application for Payment submitted by CMAR, a duly executed **Unconditional Waiver and Release on Progress Payment** from CMAR 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 CMAR of the current Application for Payment;

.4 With the Final Application for Payment: CMAR shall submit **a Conditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**. Upon receipt of final payment, CMAR shall submit an **Unconditional Waiver and Release on Final Payment** as required by **Texas Property Code, §53.284**; and

.5 Such other information, documentation, and materials as County, or the title insurer may require in order to ensure that County's property is free of lien claims. Such other documents may include, without limitation, original copies of lien releases suitable for filing with the Williamson County Clerk in the county where the Project is located.

6.1.5
Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's

Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as County or A/E may require. This schedule, unless objected to by County or A/E, shall be used as a basis for reviewing CMAR's Applications for Payment.

6.1.6
Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

6.1.7
Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to County of changes in the Work, amounts not in dispute shall be included as provided in **UGC 7.3.9**;

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by County, suitably stored off the site at a location agreed upon in writing;

.3 Add CMAR's Fee, less retainage of **five percent (5%)**. CMAR's Fee shall be computed upon the Cost of the Work at the rate stated in **Section 7.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **five percent (5%)** from that portion of the Work that CMAR self-performs;

.5 Subtract the aggregate of previous payments made by County;

.6 Subtract the shortfall, if any, indicated by CMAR in the documentation required by **Paragraph 6.1.4** to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by County's auditors in such documentation; and

.7 Subtract amounts, if any, for which County or A/E has withheld or nullified a Certificate for Payment as provided in **UGC 9.5**.

6.1.8
Except with County's prior approval, payments to Subcontractors shall be subject to retention of not less than **five percent (5%)**. County and CMAR shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

6.1.9
Except with County's prior approval, CMAR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

6.1.10
In taking action on CMAR's Applications for Payment, A/E and County shall be entitled to rely on the accuracy and completeness of the information furnished by CMAR. Review or approval of CMAR's Applications for Payment by County or A/E shall not constitute a representation that either County or A/E has made a detailed examination, audit or arithmetic verification of the documentation submitted by CMAR; made exhaustive or continuous inspections of the Work; or whether CMAR has properly paid its Subcontractors, suppliers, laborers, equipment providers or others how provided labor or materials to the Project. Such examinations, audits and verifications, if required by County, the Contract Documents, or applicable law, will be performed by County's auditors acting in the sole interest of County.

6.2 Final Payment.

6.2.1
Final payment shall be made by County to CMAR when

.1 CMAR has fully performed this Contract except for CMAR's responsibility to correct Work as provided in **UGC 12.2.2**, and to satisfy other requirements, if any, which extend beyond final payment;

.2 CMAR has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by A/E; and

.4 the requirements of **UGC 9.10** have been satisfied.

6.2.2
County's final payment to CMAR shall be made no later than **thirty (30) business days** after the issuance of A/E's final Certificate for Payment, or as otherwise provided in the Contract Documents or by applicable law.

6.2.3
County's auditors will review and report in writing on CMAR's final accounting within **thirty (30) business days** after delivery of the final accounting to County by CMAR. Based upon such Cost of the Work as County's auditors report to be substantiated by CMAR's final accounting, and provided the other conditions of **Paragraph 6.2.1** have been met, A/E will, within **seven (7) business days** after receipt of the written report of County's auditors, either issue to County a final Certificate for Payment with a copy to CMAR, or notify CMAR and County in writing of A/E's reasons for withholding a certificate as provided in **UGC 9.5.1**. The time periods stated in **this Section** supersede those stated in **UGC 9.4.1**. A/E is not responsible for verifying the accuracy of CMAR's final accounting.

6.2.4
If County's auditors report the Cost of the Work as substantiated by CMAR's final accounting to be less than claimed by CMAR, CMAR shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to **UGC 15.2**. A request for mediation shall be made by CMAR within **thirty (30) business days** after CMAR's receipt of a copy of A/E's final Certificate for Payment. Failure to request mediation within this **thirty (30)-business day** period shall result in the substantiated amount reported by County's auditors becoming binding on CMAR. Pending a final resolution of the disputed amount, County shall pay CMAR the amount certified in A/E's final Certificate for Payment.

ARTICLE 7
CMAR'S RESPONSIBILITIES

CMAR's Preconstruction Phase responsibilities are set forth in **Sections 7.1 through 7.2**. CMAR's Construction Phase responsibilities are set forth in **Section 7.3**. County and CMAR may agree, in consultation with A/E, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. CMAR shall designate a representative authorized to act on behalf of CMAR with respect to the Project.

7.1 Preconstruction Phase.

7.1.1 CMAR.
CMAR shall provide a preliminary evaluation of County's program, design criteria, schedule, and construction budget requirements, each in terms of the other.

7.1.2 Consultation.
CMAR shall schedule and conduct meetings with A/E and County to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Frequent meetings are anticipated prior to County's acceptance of the GMP and during the completion of the Contract Documents. CMAR shall advise A/E and County on proposed site use and improvements, selection of materials, and building systems and equipment. CMAR shall also provide recommendations in writing consistent with the Project requirements to A/E and County on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

7.1.3 Preliminary Project Schedule.

.1 When Project requirements described in **Paragraph 8.1.1** have been sufficiently identified, CMAR shall prepare, and periodically update, a preliminary Project schedule for review and approval by A/E and County. CMAR shall coordinate and integrate the preliminary Project schedule with the services and activities of County, A/E, and CMAR. As the design proceeds, the preliminary Project schedule shall be updated by CMAR to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, County's

occupancy requirements, showing portions of the Project having occupancy priority, and the proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, CMAR shall make recommendations to A/E and County in writing.

.2 CMAR shall, at County's request, attend public meetings and hearings concerning the development and schedule of the Project.

.3 When Project requirements described in **Paragraph 8.1.4** have been sufficiently identified, CMAR shall prepare, and periodically update, a Project schedule for A/E's review and County's acceptance. CMAR shall obtain A/E's approval for the portion of the Project schedule relating to the performance of A/E's services. The Project schedule shall coordinate and integrate CMAR's services, A/E's services, other County consultants' services, and County's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the GMP proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of County.

7.1.4 Phased Construction.
CMAR shall provide recommendations in writing with regard to accelerated or fast-track scheduling, procurement, or phased construction. CMAR shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

7.1.5 Preliminary Cost Estimates.

.1 Based on the preliminary design and other design criteria prepared by A/E, CMAR shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for A/E's review and County's approval. If A/E or CMAR suggest alternative materials and systems, CMAR shall provide cost evaluations of those alternative materials and systems in writing.

.2 As the Drawings, Specifications, and other Contract Documents are developed, CMAR shall prepare and update, at appropriate intervals agreed to by County, CMAR and A/E, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as County and CMAR agree on a GMP for the Work. Such estimates shall be provided for A/E's review and County's approval. CMAR shall inform A/E and County when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action in writing.

7.1.6 Subcontractors and Suppliers.
CMAR shall develop bidders' interest in the Project.

7.1.7
CMAR shall prepare, for A/E's review and County's acceptance, a procurement schedule for items that must be ordered well in advance of construction. CMAR shall expedite and

coordinate the ordering and delivery of materials that must be ordered well in advance of construction as required to meet the Project schedule. If County agrees to procure any items prior to the establishment of the GMP, County shall procure the items on terms and conditions acceptable to CMAR. Upon the establishment of the GMP, County shall assign all contracts for these items, if any, to CMAR and CMAR shall thereafter accept responsibility for them.

7.1.8 Extent of Responsibility.
CMAR shall exercise reasonable care in preparing schedules and estimates. CMAR, however, does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMAR is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but CMAR shall promptly report to A/E and County any questions or suspected nonconformity discovered by CMAR as a request for information in such form as County or A/E may require.

7.1.9 Notices and Compliance with Laws.
CMAR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

7.1.10 Preconstruction Phase Compensation.
CMAR shall be paid for preconstruction services, as described in **Section 4.1,** prior to moving to GMP.

7.2 Guaranteed Maximum Price Proposal and Contract Time.

7.2.1
Between 30% and 60% design effort, CMAR shall prepare a GMP proposal for County's review and acceptance. The GMP in the proposal shall be the sum of CMAR's estimate of the Cost of the Work and CMAR's Fee.

7.2.2
To the extent that the Drawings and Specifications are anticipated to require further development by A/E, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

7.2.3
CMAR shall include with the GMP proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of this Contract;

.2 A list of the clarifications and assumptions made by CMAR in the preparation of the GMP proposal, including assumptions under **Paragraph 7.2.2**, to supplement the information provided by County and contained in the Drawings and Specifications;

.3 A statement of the proposed GMP, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, and CMAR's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed GMP is based.

7.2.4
In preparing the GMP proposal, CMAR shall set out an Owner's Contingency for reference purposes only.

7.2.5
CMAR shall meet with A/E and County to review the GMP proposal. In the event that A/E and County discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify CMAR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

7.2.6
If County notifies CMAR that County has accepted the GMP proposal in writing before the date specified in the GMP proposal, the GMP proposal shall be deemed effective without further acceptance from CMAR. Following acceptance of a GMP, County and CMAR shall execute the GMP Proposal amending this Contract. The GMP Proposal shall set forth the agreed upon GMP with the information and assumptions upon which it is based.

7.2.7
CMAR shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase unless County provides prior written authorization for such costs.

7.2.8
County shall authorize A/E to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the GMP Proposal. County shall cause A/E to promptly furnish those revised Drawings and Specifications to CMAR as they are revised. CMAR shall notify A/E and County of any inconsistencies between the GMP Proposal and the revised Drawings and Specifications.

7.3 Construction Phase.

7.3.1 General.

.1 For purposes of **UGC 8.1.2**, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

.2 Following County's acceptance of CMAR's GMP proposal, the Construction Phase shall commence upon County's issuance of a Notice to Proceed for the Construction Phase.

.3 CMAR shall fully execute the Work described in the Contract Documents and reasonably inferable to provide the results intended by the Contract Documents except to the extent specifically indicated in the Contract Documents to be the responsibility of others. CMAR shall render, diligently and competently in accordance with the highest standards used in the profession, all of CMAR's services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project.

.4 CMAR shall furnish only skilled and properly trained staff for the performance of the Work. Key members of CMAR's staff shall not be changed without the written consent of County, unless such person becomes unable to perform any required duties due to death, disability, or termination of employment with CMAR. During the performance of the Work, CMAR shall keep a competent superintendent at the Project site while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County. Similarly, CMAR shall keep a competent Project Manager on-call and readily available to while active construction is underway, fully authorized to act on behalf of CMAR, unless such requirement is expressly waived by County.

7.3.2. Administration.

.1 Those portions of the Work that CMAR does not customarily perform with CMAR's own personnel shall be performed under subcontracts or by other appropriate contracts with CMAR in accordance with the Contract Documents including, without limitation, the requirements of **Texas Government Code, §2269.255-256**. County may designate specific persons from whom, or entities from which, CMAR shall obtain bids. CMAR shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to County as required by the Contract Documents.

.2 If the GMP has been established and when a specific bidder (1) is recommended to County by CMAR, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to established criteria and the requirements of the Contract Documents without reservations or exceptions, but County requires that another bid be accepted, then CMAR may request a Change Order in accordance with **UGC 5.2.1.1**.

.3 Subcontracts or other contracts shall conform to the applicable payment provisions of this Contract, the UGCs, the laws of the State of Texas including, without limitation, the Texas Local Government Code, and shall not be awarded on the basis of cost plus a fee without the prior consent of County.

.4 If CMAR recommends a specific bidder that may be considered a "related party" according to **Section 5.9**, then CMAR shall promptly notify County in writing of such relationship and notify County of the specific nature of the contemplated transaction, according to **Paragraph 5.9.2**.

.5 CMAR shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. CMAR shall prepare and promptly distribute minutes to A/E and County.

.6 Upon the execution of the GMP Proposal, CMAR shall prepare and submit to A/E and County a construction schedule for the Work and submittal schedule in accordance with the Contract Documents.

.7 CMAR shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by County, CMAR shall submit written progress reports to A/E and County, showing percentages of completion and other information requested or required by County. CMAR shall also keep, and make available to A/E and County, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by County.

.8 CMAR shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. CMAR shall identify variances between actual and estimated costs and report the variances to A/E and County and shall provide this information in its monthly reports to A/E and County, in accordance with **Subparagraph 4.3.2.7**.

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

7.5
Upon execution of this Contract, CMAR shall provide a security bond in the amount of **five percent (5%)** of County's budget, as specified in the Request for Qualifications/Request for Proposals. The surety for a security bond shall meet the same requirements as set forth for payment and performance bonds.

7.6
Upon acceptance by County of the GMP Proposal, CMAR shall provide performance and payment bonds on forms acceptable to County. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

7.7
Prior to final payment, CMAR shall provide County with a Warranty Bond in the sum of **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 County.

7.8
CMAR shall not commence Work under this Contract until it has obtained all required insurance and until evidence of the required insurance has been reviewed and approved by County. County's review of the insurance shall not relieve nor decrease the liability of CMAR. Prior to commencing any Work under this Contract, CMAR shall provide evidence of the following insurance coverages:

7.8.1 Preconstruction Phase.
Employer's Liability, Workers' Compensation, Comprehensive General Liability and Comprehensive Automobile Liability in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

7.8.2 Construction Phase.
In addition to the coverages required during the Preconstruction Phase, Builder's Risk in the amounts as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County;

7.8.3
Prior to commencing any construction work, CMAR shall provide evidence of Builder's Risk coverage as set forth in the Request for Qualifications/Request for Proposal, attached as an Exhibit, in the UGCs, or as otherwise specified or required by the County, which coverage shall remain in full force and effect throughout the term of the Project and shall be increased as necessary for each separate bid package, phase, change order, or Stage of construction prior to the commencement of construction for that package, phase, or Stage; and

7.8.4
CMAR shall include required insurance information in trade packages and indicate on bid/proposal forms the insurance that bidders/proposers are to include in their base bids/proposals.

7.9
CMAR shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of this Contract or as required in this Contract. If CMAR fails to obtain, maintain, or renew any insurance required by this Contract, County may obtain insurance coverage directly and recover the cost of that insurance from CMAR.

7.10
County reserves the right to review the insurance requirements set forth in **this Article** during the effective period of this Contract and to make reasonable adjustments to the insurance coverages and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as CMAR.

7.11
County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by CMAR failing to purchase and maintain the insurance required by this Contract shall be paid by CMAR.

7.12
The cost of premiums for any additional insurance coverage desired by CMAR in excess of that required by this Contract or the Contract Documents shall be borne solely by CMAR out of its fees and not included in the GMP Proposal as a Direct Construction Cost.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 Information and Services Required of County.

8.1.1
County shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth County's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

8.1.2
County shall establish and periodically update County's budget for the Project, including (1) the budget for the Cost of the Work, (2) County's other costs, and (3) reasonable contingencies related to all of these costs. If County significantly increases or decreases County's budget for the Cost of the Work, County shall notify CMAR and A/E.

8.1.3
County will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys. or other special consultants to develop such additional information as may be necessary for the design or construction of the Project. County shall arrange and pay for materials, structural, mechanical, chemical, and other laboratory tests as required by the Contract Documents.

8.1.4
During the Construction Phase, County shall furnish information or services required of County by the Contract Documents with reasonable promptness. County shall also furnish any other information or services under County's control and relevant to CMAR's performance of the Work with reasonable promptness after receiving CMAR's written request for such information or services.

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

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

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

ARTICLE 9
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 CMAR 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 CMAR 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.

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

Chasco Constructors, Ltd., LLC.
Charles King, Vice President & CFO
2801 East Old Settlers Blvd.
Round Rock, TX 78665

CMAR shall have the right, from time to time, to change CMAR'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 CMAR under this Contract, CMAR'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 CMAR's Designated Representative on behalf of CMAR 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 CMAR's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CMAR's Designated Representative shall be binding on CMAR. CMAR's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of CMAR.

CMAR's designated project execution and leadership team is as follows:

Project Manager: **Beth Carpenter**
Project Superintendent: **James Cox**

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

ARTICLE 10
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 CMAR 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

CMAR: Chasco Constructors, Ltd., LLC.
2801 East Old Settlers Blvd.

Round Rock, TX 78665

Attention: Charles King
Vice President & CFO

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

ARTICLE 11
DISPUTE RESOLUTION, SUSPENSION OR TERMINATION

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

11.2 Suspension.
The Work may be suspended by County as provided in **UGC 14.3**. In such case, the GMP and Contract Time shall be increased as provided in **UGC 14.3.2**, except that the term "profit" shall be understood to mean CMAR's Fee as described in **Section 4.2**.

11.3 Termination Prior to Establishing Guaranteed Maximum Price.

11.3.1
Prior to the execution of the GMP Proposal, County may terminate this Contract upon not less than **seven (7) calendar days** written notice to CMAR for County's convenience and without cause, and CMAR may terminate this Contract, upon not less than **seven (7) calendar days** written notice to County, for the reasons set forth in the UGCs.

11.3.2
In the event of termination of this Contract pursuant to **Paragraph 11.3.1**, CMAR shall be equitably compensated for Preconstruction Phase services based on the services actually performed in relation to the payment schedule set forth in **Paragraph 6.2.1**. In no event shall CMAR's compensation under **this Article** exceed the compensation set forth in **Section 6.2.**

11.3.3
If County terminates this Contract pursuant to **Paragraph 11.3.1** after the commencement of the Construction Phase but prior to the execution of the GMP Proposal, County shall pay to CMAR an amount calculated as follows, which amount shall be in addition to any compensation paid to CMAR under **Paragraph 11.3.2**:

.1 Take the Cost of the Work incurred by CMAR to the date of termination;

.2 Add CMAR's Fee computed upon the Cost of the Work to the date of termination at the rate stated in **Section 6.1** or, if CMAR's Fee is stated as a fixed sum in **that Section**, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by County for Construction Phase services.

11.3.4
County shall pay CMAR fair compensation, either by purchase or rental at the election of County, for any equipment owned by CMAR which County elects to retain and which is not otherwise included in the Cost of the Work under **Subparagraph 11.3.3.1**. To the extent that County elects to take legal assignment of subcontracts and purchase orders (including rental agreements), CMAR shall, as a condition of receiving the payments referred to in **this Section**, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of CMAR, as County may require for the purpose of fully vesting in County the rights and benefits of CMAR under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by CMAR will contain provisions allowing for assignment to County as described above.

11.3.5
If County accepts assignment of subcontracts, purchase orders or rental agreements as described above, County will reimburse or indemnify CMAR for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if this Contract had not been terminated. If County chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this Contract not been terminated, CMAR will terminate the subcontract, purchase order or rental agreement and County will pay CMAR the costs necessarily incurred by CMAR because of such termination.

11.4 Termination Subsequent to Establishing Guaranteed Maximum Price.
Following execution of the GMP Amendment and subject to the provisions of **this Section**, this Contract may be terminated as provided in the UGCs.

11.4.1
If County terminates this Contract after execution of the Guaranteed Price Amendment, the amount payable to CMAR pursuant to **UGCs 14.2 and 14.4** shall not exceed the amount CMAR would otherwise have received pursuant to **Paragraphs 11.2.2 through 12.2.3**.

11.4.2
If CMAR terminates this Contract after execution of the GMP Amendment, the amount payable to CMAR under **UGC 14.1.3** shall not exceed the amount CMAR would otherwise have received under **Paragraphs 11.3.2 through 11.3.3**, except that CMAR's Fee shall be calculated as if the Work had been fully completed by CMAR, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

ARTICLE 12
MISCELLANEOUS PROVISIONS

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

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

12.3 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.

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

12.5 Other Provisions.

12.5.1
CMAR 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 13
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

13.1
This Contract represents the entire and integrated agreement between County and CMAR 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 CMAR.

13.2
The following documents comprise the Contract Documents:

1. This Contract between County and CMAR;
2. Drawings, Plans, and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

13.3
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 CMAR;
2. Drawings, Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Contract;
4. Guaranteed Maximum Price Proposal, if executed by County; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Contract.

ARTICLE 14
SIGNATORY WARRANTY

The undersigned signatory for CMAR 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.

CMAR:
Chasco Constructors, Ltd., L.L.P.
Acting by and through its General Partner,
Chasco Contracting GP, LLC

By: _____
Signature

CHARLES KING
Printed Name

VP
Title

Date Signed: 12.16.24

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

DRAWINGS, PLANS AND SPECIFICATIONS

Attach documents below:

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.



UNIFORM GENERAL CONDITIONS

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ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

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

1.1.2 CONTRACT

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

1.1.3 WORK

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

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 INSTRUMENTS OF SERVICE

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

1.1.8 KNOWLEDGE

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

1.1.9 PRODUCT

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

1.1.10 PROVIDE

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

1.1.11 FURNISH

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

1.1.12 INSTALL

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

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

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

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

1.2.2

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

1.2.3

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

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

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

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

1.5.2

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

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2
OWNER

2.1 GENERAL

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

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

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

2.2.2

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

2.2.3

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

2.2.4

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

2.2.5

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

2.5 EXTENT OF OWNER RIGHTS

2.5.1

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

2.5.2

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

2.6 OWNER'S RIGHT TO RECORDS

2.6.1

The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating worksheets, 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 workspace, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

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

ARTICLE 3
CONTRACTOR

3.1 GENERAL

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

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

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1

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

3.2.2

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

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

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

3.2.3

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

3.2.4

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

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

3.3.2

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

3.3.3

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

3.3.4

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

3.4 LABOR AND MATERIALS

3.4.1

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

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

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

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

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

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

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

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

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

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

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

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

3.4.2

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

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

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

3.4.3

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

3.4.4

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

3.4.5.

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

3.5 WARRANTY

3.5.1

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

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

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

3.5.2

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

3.6 TAXES

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

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

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

3.7.2

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

3.7.3

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

3.7.4 Concealed or Unknown Conditions

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

3.7.5

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

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

3.8 ALLOWANCES

3.8.1

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

3.8.2

Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic representation of all activities and events that will occur during performance of the Work; (2)

identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2
Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3
Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8
The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents

by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and

the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2
The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1
The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2
If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK
The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or

Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

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

3.18.3

THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1

The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3

In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1

The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2

The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3

On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5

If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor

and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6

To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7

To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8

If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS
The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the

Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2
The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3
If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4
The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1
By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed

construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or

may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum

or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10

When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3

The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or

waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1

If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2

Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1

Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2

When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 Excusable Delay. Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3

Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may be entitled to a reasonable time extension for the period of concurrent delay, as may be agreed to in writing between Contractor and Owner.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay,

only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1
Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2
No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS
Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE
Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final

response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2**., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by

Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies

of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 Retainage. The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent

of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner,

as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2

When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251**.

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2**.

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2

If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1

Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2

When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3

Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4

When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5

The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1

The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2

Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3

Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1

Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3

The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1

The Contractor and its subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection,

including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7

The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9

When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report 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 payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of

its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1

The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3

The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4

The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5

Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents.

Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2
No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1
Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST
The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS
The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS
Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1
All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither

limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or

national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

13.13 SECURED FACILITIES

In the event any work is performed in, on or around a secured facility owned or operated by Owner (i.e. Owner's justice center, jail, juvenile center, etc.), the Contractor shall be required to obtain and provide to Owner background checks of each individual (employees and representatives of Contractor, Subcontractors and Sub-Subcontractors) who will perform any work at a secured facility prior to such individual's access to a secured facility. Owner shall have a right to refuse access to any individual who has a criminal history that would possibly jeopardize the safety and security of a secured facility.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1

The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2

The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described

in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3**Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

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

14.4.3
For Construction Manager At-Risk Contracts, upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract between Owner and Construction Manager-At-Risk. For all other contracts, upon such termination, Contractor shall recover costs of the Work executed, including reasonable overhead and profit, costs incurred to and including the date of termination, will be due and payable in accordance with the Contract Documents.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS

Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1
Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2
The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3
The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4
All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY
Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

GUARANTEED MAXIMUM PRICE PROPOSAL

PROJECT: **Central Maintenance Facility (CMF) – Fleet Shop Addition** ("Project")

Chasco Constructors, Ltd., L.L.P ("CMAR") hereby submits to **Williamson County, Texas** ("County") for the use and benefit County pursuant to the provisions of the **Contract for Construction Manager at-Risk Project Delivery** dated _____ ("Contract"), a Guaranteed Maximum Price ("GMP") proposal for **CMF Fleet Shop Addition** ("Project"), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. Cost of the Work.
A not-to-exceed amount for the Cost of the Work pursuant to the Contract:

_____ **Dollars ($)**

2. CMAR's Fee.
A fixed sum fee for CMAR's Fee pursuant to the Contract:

_____ **Dollars ($)**

Total GMP.
The total sum of the above **Items 1 through 2**, as set forth below, is the GMP which the CMAR hereby guarantees to County for constructing the Project complete, in place, and operational in accordance with the Contract Documents (All attached breakdowns shall total this GMP amount).

_____ **Dollars ($)**

CMAR hereby guarantees to County not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by CMAR without reimbursement by County.

Contract Time.
The date for achieving Substantial Completion of the Project shall be _____ **( ) calendar days** from the Notice to Proceed with Construction**.**

Withdrawal of GMP Proposal.
This GMP Proposal may not be withdrawn for a period of **ninety (90) calendar days** from the date of receipt by County.

Liquidated Damages.
CMAR further agrees to pay, as Liquidated Damages, to County the sum of **Seven Hundred Fifty Dollars ($750) per calendar day** for failure to complete the work within the Contract Time in accordance with the Contract.

Owner's Contingency.
A not-to-exceed amount for the Owner's Contingency stated herein for reference:

Dollars ($)

All terms and conditions of the Contract are hereby adopted and incorporated into this GMP Proposal. Any exceptions to, or modifications of, the terms and conditions of the Contract shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by County. Otherwise, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

BY SIGNING BELOW, CMAR and County have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

CMAR:
Chasco Constructors, Ltd., L.L.P.
Acting by and through its General Partner,
Chasco Constructing GP, LLC

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES

3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT TEAM

ARCHITECT
MODE DESIGN COMPANY
103 WOODS LANE
CEDAR PARK, TX 78613
512 | 733-1150
RYAN HANSANUWAT
RYAN@MODEDC.US

STRUCTURAL ENGINEER
KSS ENGINEERS
2080 WESTBURY LN.
GEORGETOWN, TX 78633
512 | 401-3100
KEN SU, P.E. 123736

MEP ENGINEER
BACORN BROS
PO BOX 341621
LAKEWAY, TX 78734
512 | 953-3437
DAVID BACORN

BUILDING CODE ANALYSIS:

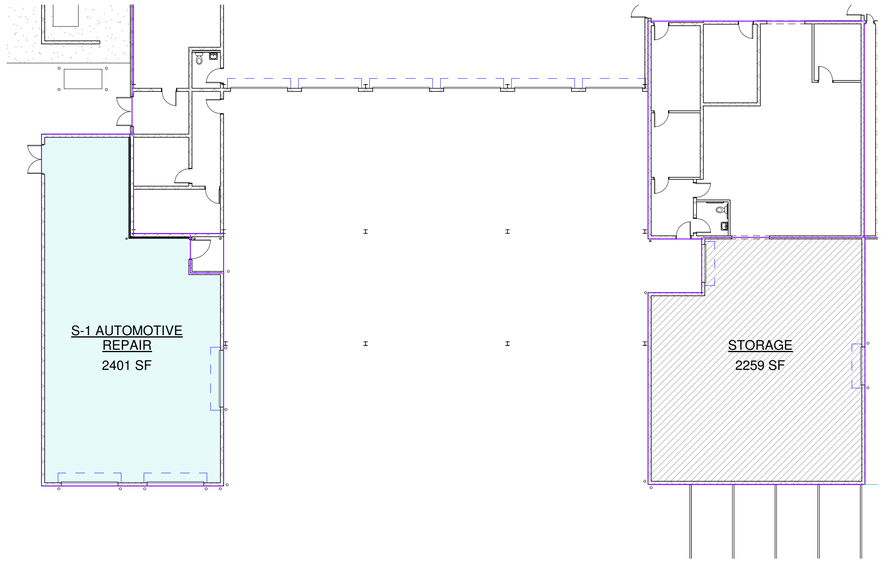
BUILDING CODE EDITIONS:
2021 INTERNATIONAL BUILDING CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL ENERGY CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS
2021 INTERNATIONAL MECHANICAL CODE WITH LOCAL AMENDMENTS
2021 UNIFORM PLUMBING CODE WITH LOCAL AMENDMENTS
2023 NATIONAL ELECTRICAL CODE
2012 TEXAS ACCESSIBILITY STANDARDS

GENERAL OFFICE	IBC REGULATION		COMPLIANCE
USE AND OCCUPANCY CLASSIFICATION:	SECTION 303-312 S-1 STORAGE		
CONSTRUCTION TYPE:	SECTION 602 TYPE II-B		
OCCUPANT LOAD:	TABLE 1004.1.2 AUTOMOTIVE REPAIR STORAGE	2401 SF @ 100 GROSS = 24 OCC 2259 SF @ 300 GROSS = 8 OCC	32 OCCUPANTS
ALLOWABLE AREA PER SEPARATED AREA: BASIC ALLOWABLE AREA	TABLE 506.2 B (EXISTING FIRE AREA 1) TYPE II-B NS = 17,500 SF B/S-1 (EXISTING FIRE AREA 2 + STORAGE ADDITION) TYPE II-B NS = 17,500 SF S-1 (EXISTING FIRE AREA 3 + REPAIR ADDITION) TYPE II-B NS = 17,500 SF		13,486 SF < 17,600 SF 7,725 SF < 17,600 SF 9,369 SF < 17,600 SF
MAX. ALLOWABLE HEIGHT: BASIC ALLOWABLE HEIGHT	TABLE 504.3 S-1 TYPE II-B NS = 55'-0" / 2 STORIES		17'-6" /1 STORY < 55'-0" / 2 STORIES
FIRE RESISTANCE RATING:	TABLE 601 TYPE II-B = 0 HR		0 HR
FIRE PROTECTION:	SECTION 903.2.9	NON-SPRINKLERED	NON-SPRINKLERED
EXIT ACCESS:	TABLE 1006.2.1 2 EXITS WHEN OCCUPANT LOAD > 49		2 EXITS PROVIDED
EXIT ACCESS TRAVEL DISTANCE:	TABLE 1017.2 S-1: 200'-0" WITHOUT SPRINKLER SYSTEM		DISTANCE < 200'-0"

BUILDING AREA LEGEND

S-1 AUTOMOTIVE REPAIR

STORAGE



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REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS

9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS
1 PLAN REVIEW 10/9/24

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
COVER SHEET

SHEET NUMBER
A000

GENERAL

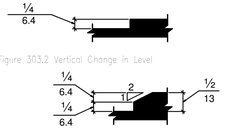


Figure 303.2 Vertical Change in Level

Figure 303.3 Beveled Change in Level

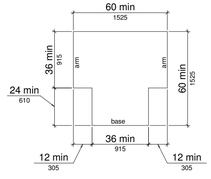


Figure 304.3.2 T-Shaped Turning Space

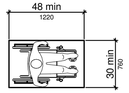
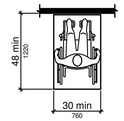
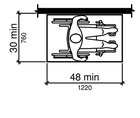


Figure 305.3 Clear Floor or Ground Space



(a) forward



(b) parallel

Figure 305.5 Position of Clear Floor or Ground Space

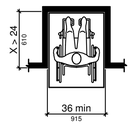


Figure 305.7.1 Maneuvering Clearance in an Alcove, Forward Approach

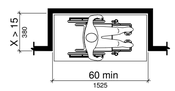
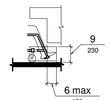
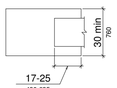


Figure 305.7.2 Maneuvering Clearance in an Alcove, Parallel Approach

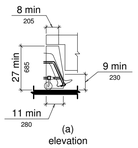


(a) elevation

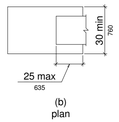


(b) plan

Figure 306.2 Toe Clearance



(a) elevation



(b) plan

Figure 306.3 Knee Clearance

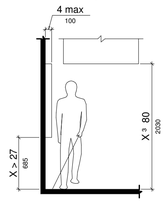


Figure 307.2 Limits of Protruding Objects

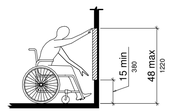
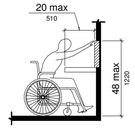
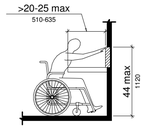


Figure 308.2.2 Obstructed High Forward Reach

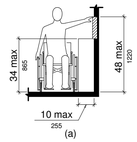


(a)

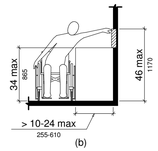


(b)

Figure 308.3.1 Unobstructed Side Reach

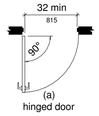


(a)

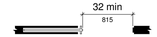


(b)

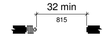
Figure 308.3.2 Obstructed High Side Reach



(a) hinged door

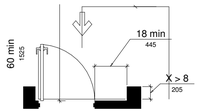


(b) sliding door

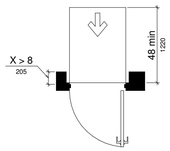


(c) folding door

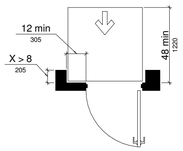
Figure 404.2.3 Clear Width of Doorways



(a) pull side

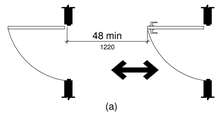


(b) push side

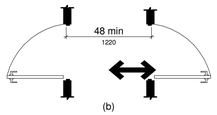


(c) push side, door provided with both closer and latch

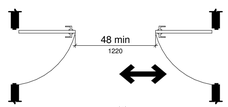
Figure 404.2.4.3 Maneuvering Clearances at Recessed Doors and Gates



(a)



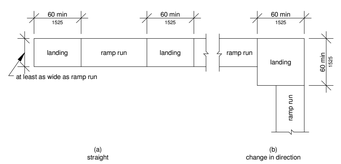
(b)



(c)

Figure 404.2.6 Doors in Series and Gates in Series

RAMPS AND STAIRS



(a) straight (b) change in direction

Figure 405.7 Ramp Landings

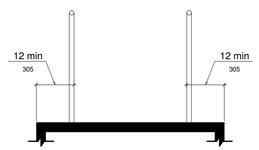


Figure 405.9.1 Extended Floor or Ground Surface Edge Protection

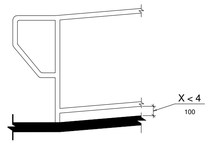


Figure 405.9.2 Curb or Barrier Edge Protection

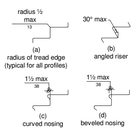
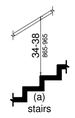
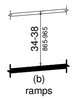


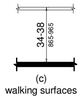
Figure 504.5 Stair Nosings



(a) stairs



(b) ramps



(c) walking surfaces

Figure 505.4 Handrail Height



Figure 505.5 Handrail Clearance



Figure 505.6 Horizontal Projections Below Gripping Surface

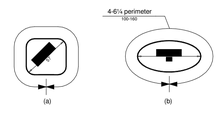


Figure 505.7.2 Handrail Non-Circular Cross Section

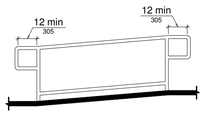


Figure 505.10.1 Top and Bottom Handrail Extension at Ramps

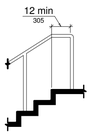


Figure 505.10.2 Top Handrail Extension at Stairs

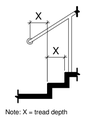
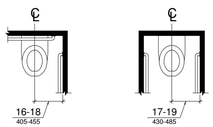


Figure 505.10.3 Bottom Handrail Extension at Stairs

TOILET AND BATHING ROOMS



(a) wheelchair accessible water closets (b) ambulatory accessible water closets

Figure 604.2 Water Closet Location



Figure 604.3.1 Size of Clearance at Water Closets

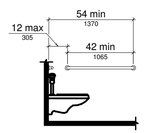


Figure 604.5.1 Side Wall Grab Bar at Water Closets

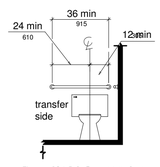


Figure 604.5.2 Rear Wall Grab Bar at Water Closets

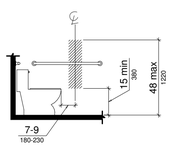
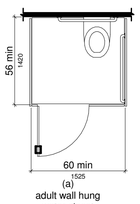
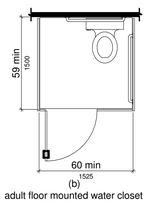


Figure 604.7 Dispenser Outlet Location



(a) adult wall hung water closet



(b) adult floor mounted water closet and children's water closet

Figure 604.8.1.1 Size of Wheelchair Accessible Toilet Compartment

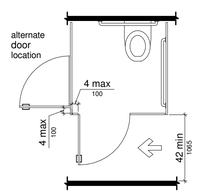


Figure 604.8.1.2 Wheelchair Accessible Toilet Compartment Doors

MODE design company
103 woods lane
cedar park, tx 78613
ryan@modedc.us | www.modedc.us
+ 1 512 733 1150

REGISTERED ARCHITECT
RYAN HANSANUWAT
STATE OF TEXAS
22732
9/18/2024

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES

3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE

CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
23138-00

DATE ISSUED
9/18/2024

SHEET TITLE

ACCESSIBILITY DIAGRAMS

SHEET NUMBER

A001

TOILET AND BATHING ROOMS (continued)

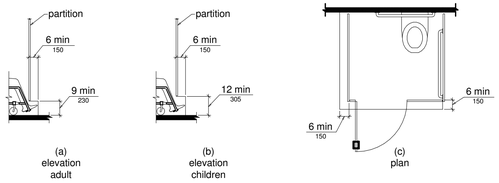


Figure 604.8.1.4 Wheelchair Accessible Toilet Compartment Toe Clearance

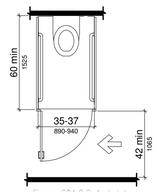


Figure 604.8.2 Ambulatory Accessible Toilet Compartment

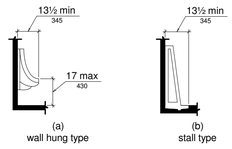
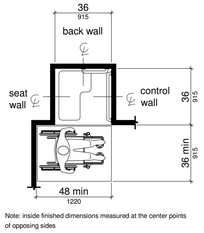
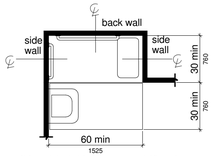


Figure 605.2 Height and Depth of Urinals



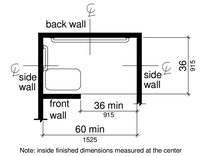
Note: inside finished dimensions measured at the center points of opposing sides

Figure 608.2.1 Transfer Type Shower Compartment Size and Clearance



Note: inside finished dimensions measured at the center points of opposing sides

Figure 608.2.2 Standard Roll-In Type Shower Compartment Size and Clearance



Note: inside finished dimensions measured at the center points of opposing sides

Figure 608.2.3 Alternate Roll-In Type Shower Compartment Size and Clearance

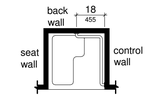
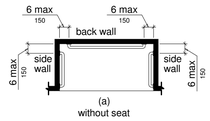


Figure 608.3.1 Grab Bars for Transfer Type Showers



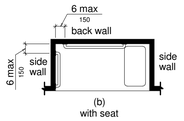


Figure 608.3.2 Grab Bars for Standard Roll-In Type Showers

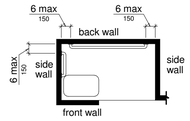


Figure 608.3.3 Grab Bars for Alternate Roll-In Type Showers

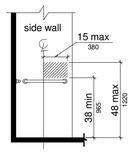
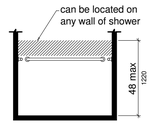


Figure 608.5.1 Transfer Type Shower Compartment Control Location



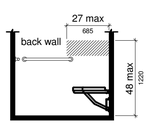


Figure 608.5.2 Standard Roll-In Type Shower Compartment Control Location

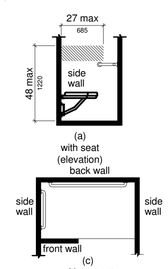


Figure 608.5.3 Alternate Roll-In Type Shower Compartment Control Location

SIGNAGE

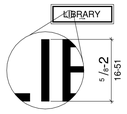


Figure 703.2.5 Height of Raised Characters

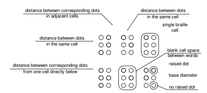


Figure 703.3.1 Braille Measurement

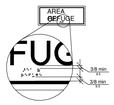


Figure 703.3.2 Position of Braille



Figure 703.4.1 Height of Tactile Characters Above Finish Floor or Ground

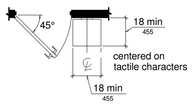


Figure 703.4.2 Location of Tactile Signs at Doors

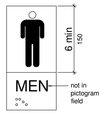


Figure 703.6.1 Pictogram Field

MISC.

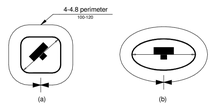


Figure 609.2.2 Grab Bar Non-Circular Cross Section

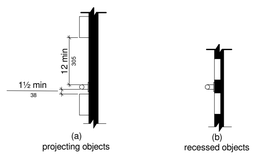


Figure 609.3 Spacing of Grab Bars

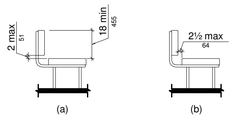


Figure 903.4 Bench Back Support

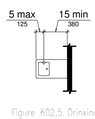


Figure 602.5 Drinking Fountain Spout Location

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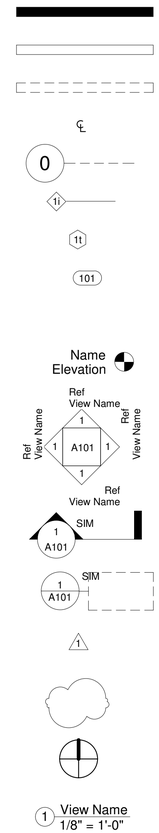
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WILLIAMSON COUNTY FACILITIES
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PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
ACCESSIBILITY DIAGRAMS

SHEET NUMBER
A002

FLOOR PLAN LEGEND



ARCHITECTURE ABBREVIATIONS

A/C	AIR CONDITIONING
ACC	ACCESS
ACP	ACOUSTICAL CEILING PANEL
ADDL	ADDITIONAL
ADDM	ADDENDUM
ADH	ADHESIVE
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AGG	AGGRETATE
ALT	ALTERNATE
ALUM	ALUMINUM
APPROX	APPROXIMATELY
ARCH	ARCHITECT/ARCHITECTURAL
ASPH	ASPHALT
AUTO	AUTOMATIC
AV	AUDIO VISUAL
BD	BOARD
BL	BUILDING LINE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BEAM
B.M.	BENCH MARK
BRK	BRICK
BRZ	BRONZE
BSMT	BASEMENT
BTU	BRITISH THERMAL UNIT
BVL	BEVEL/BEVELED
CAB	CABINET
CB	CATCH BASIN
C/C	CENTER TO CENTER
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
CI	CAST IRON
CG	CORNER GUARD
CLG	CEILING
CLK	CAULK/CAULKING
CLO	CLOSET
CLR	CLEAR/CLEARANCE
CMU	CONCRETE MASONRY UNIT
CND	CONDUIT
COL	COLUMN
COMP	COMPOSITION/COMPOSITE
CONC	CONCRETE
CONF	CONFERENCE
CONN	CONNECTION
CONST	CONSTRUCTION
CSMT	CASEMENT
DEPT	DEPARTMENT
DH	DOUBLE HUNG
DIA	DIAMETER
DIM	DIMENSION
DN	DOWN
DS	DOWNSPOUT
DW	DISHWASHER
DWG	DRAWING
E	EAST
EA	EACH
EB	EXPANSION BOLT
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC/ELECTRICAL
ELEV	ELEVATION/ELEVATOR
EMER	EMERGENCY
ENC	ENCLOSURE
ENT	ENTRANCE
EQ	EQUAL
EQPT	EQUIPMENT
ESTM	ESTIMATE
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
EXC	EXCAVATE
EXF	EXHAUST FAN
EXH	EXHAUST
EXT	EXTERIOR
FA	FIRE ALARM
FBD	FIBER BOARD
FBO	FURNISHED BY OWNER
FBRK	FIRE BRICK
FD	FLOOR DRAIN
FDC	FIRE DEPARTMENT CONNECTION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FFE	FINISHED FLOOR ELEVATION
FFL	FINISHED FLOOR LINE
FIN	FINISHED
FIXT	FIXTURE
FLOUR	FLOURESCENT
FLR	FLOOR
FNDN	FOUNDATION
FOC	FACE OF CONCRETE
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FP	FIREPROOF
FPL	FIREPLACE
FRC	FIRE RESISTANT COATING
FRT	FIRE RETARDANT
FT	FOOT/FEET
FTG	FOOTING
FURR	FURRED/FURRING
FURN	FURNISHED
GA	GUAGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GD	GRADE
GEN	GENERAL
GL	GLASS/GLAZING
GLB	GLASS BLOCK
GTR	GUTTER
GVL	GRAVEL
GYP	GYPSUM
GYP BD	GYPSUM BOARD
HB	HOSE BIB
HC	HOLLOW CORE
HDP	HANDICAP
HDR	HEADER
HDWD	HARDWOOD
HDWR	HARDWARE
HM	HOLLOW METAL
HORZ	HORIZONTAL
HT	HEIGHT
HTG	HEATING
HVAC	HEATING VENTILATION AIR CONDITIONING
HW	HOT WATER
IBC	INTERNATIONAL BUILDING CODE
IN	INCH
INCL	INCLUDED
INSUL	INSULATION
INT	INTERIOR
JAN	JANITOR
JBOX	JUNCTION BOX
JCT	JUNCTION
JST	JOIST
JT	JOINT
KIT	KITCHEN
KPL	KICKPLATE
KO	KNOCK OUT
LAB	LABORATORY
LAM	LAMINATE
LAV	LAVATORY
LH	LEFT HAND
LL	LIVE LOAD
LT	LIGHT
LWT	LIGHTWEIGHT
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MEMB	MEMBRANE
MEZZ	MEZZANINE
MFR	MANUFACTURER
MH	MAN HOLE
MICRO	MICROWAVE
MIN	MINIMUM
MIR	MIRROR
MISC	MISCELLANEOUS
MLD	MOULDING
MLWK	MILLWORK
MO	MASONRY OPENING
MOD	MODULAR
MTD	MOUNTED
MTL	METAL
MULT	MULTIPLE
N	NORTH
NAT	NATURAL
NIC	NOT IN CONTRACT
NOM	NOMINAL
NTS	NOT TO SCALE
OBS	OBSCURE
OC	ON CENTER
OCEW	ON CENTER EACH WAY
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OP	OPAQUE
OPNG	OPENING
OPP	OPPOSITE
OPP HD	OPPOSITE HAND
ORIG	ORIGINAL
OWJ	OPEN WEB JOIST
OZ	OUNCE
PAR	PARALLEL
PART	PARTITION
PART BD	PARTICLE BOARD
PC	PRECAST
PCF	POUNDS PER CUBIC FOOT
PED	PEDESTAL
PERIM	PERIMETER
PERM	PERMANENT
PERP	PERPENDICULAR
PFL	POUNDS PER LINEAL FOOT
PKG	PARKING
PL	PLATE
PL	PROPERTY LINE
PLAS	PLASTER
PLAM	PLASTIC LAMINATE
PLMB	PLUMBING
PLYWD	PLYWOOD
PNL	PANEL
PREFAB	PREFABRICATED
PREFIN	PREFINISHED
PRF	PREFORMED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PAINT
PVC	POLYVINYL CHLORIDE
R	RADIUS
RA	RETURN AIR
RD	ROOF DRAIN
RE BAR	REINFORCING BARS
RECP	RECEPTACLE
REF	REFERENCE
REFR	REFRIGERATOR
REG	REGISTER
REINF	REINFORCED
REQ'D	REQUIRED
RET	RETURN
RH	RIGHT HAND
RM	ROOM
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RT	RUBBER TILE
S	SOUTH
SBC	STANDARD BUILDING CODE
SC	SOLID CORE
SCHED	SCHEDULE
SCN	SCREEN
SEAL	SEALANT
SHTH	SHEATHING
SHT	SHEET
SH	SHINGLE HUNG
SIM	SIMILAR
SLV	SLEEVE
SPEC	SPECIFICATIONS
SQ	SQUARE
SQ FT	SQUARE FEET
SST	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYM	SYMMETRICAL
SYN	SYNTHETIC
SYS	SYSTEM
TAN	TANGENT
TAS	TEXAS ACCESSIBILITY STANDARDS
TECH	TECHNICAL
TELE	TELEPHONE
T&G	TONGUE AND GROOVE
THK	THICK
THRES	THRESHOLD
TLT	TOILET
TOB	TOP OF BLOCK
TOC	TOP OF CURB
TOM	TOP OF MASONRY
TOP	TOP OF PARAPET
TOPL	TOP OF PLATE
TOS	TOP OF STEEL
TOSL	TOP OF SLAB
TOW	TOP OF WALL
TRANS	TRANSFORMER
TS	TUBE STEEL
TV	TELEVISION
TYP	TYPICAL
UBC	UNIFORM BUILDING CODE
UNFIN	UNFINISHED
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
VB	VAPOR BARRIER
VAR	VARIES
VERT	VERTICAL
VENT	VENTILATION
VOL	VOLUME
WTW	WALL TO WALL
WC	WATER CLOSET
WH	WATER HEATER
WP	WATER PROOFING
W	WEST
W/	WITH
W/O	WITHOUT
WD	WOOD
WDW	WINDOW
WT	WEIGHT
WI	WROUGHT IRON
YD	YARD

INTERIOR FINISHES ABBREVIATIONS

ACP	ACOUSTICAL CEILING PANEL
CONC	CONCRETE
CPT	CARPET/CARPET TILE
CT	CERAMIC TILE
F	FURNITURE
FAB	FABRIC (FURNITURE)
FWC	FABRIC WALLCOVERING
GL	GLASS/GLAZING
GLB	GLASS BLOCK
MTL	METAL
PL	PLASTIC LAMINATE
PT	PAINT
QT	QUARRY TILE
RAF	RAISED FLOORING
RB	RESILIENT BASE
RES	RESINOUS FLOORING
RF	RESILIENT FLOORING
SP	SPECIALTY PRODUCTS
SS	SOLID SURFACE
ST	STONE/STONE FLOORING
STC	STAINED CONCRETE
TZ	TERRAZZO
VCT	VINYL COMPOSITION TILE
VT	VINYL TILE
VWC	VINYL WALL COVERING
WD	WOOD VENEER/WOOD BASE/ WOOD TRIM
WDFL	WOOD FLOORING
WT	WINDOW TREATMENT

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9/18/2024

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE

CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
23138-00

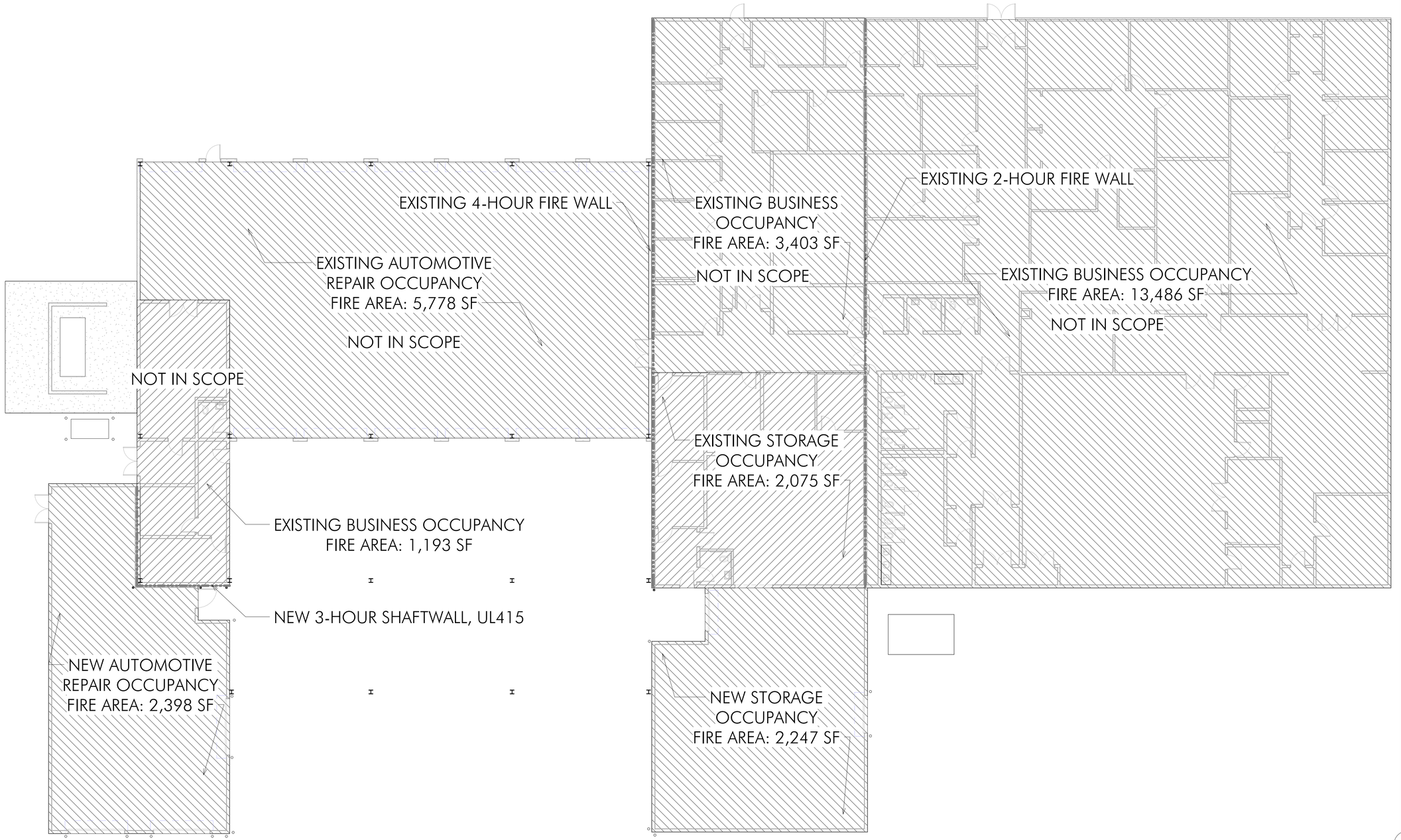
DATE ISSUED
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SHEET TITLE

ABBREVIATIONS & NOTES

SHEET NUMBER

A003



1 FIRE RATING PLAN
3/32" = 1'-0"

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STATE OF TEXAS
9/18/2024

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WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS
1 PLAN REVIEW 10/9/24

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
FIRE RATING PLAN

SHEET NUMBER
A004

GENERAL NOTES TO DEMOLITION PLAN:

1) FURNISH ALL LABOR AND MATERIALS AS REQUIRED TO COMPLETE DEMOLITION AND REMOVAL OF ALL ITEMS SHOWN OR NOTED ON DRAWINGS AS WELL AS ITEMS REQUIRED TO BE REMOVED TO FULFILL THE INTENT OF THE CONTRACT DOCUMENTS.

2) AT ALL TIMES PROTECT ADJACENT PROPERTY AND ITEMS NOT IN THE SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO FLOORS, CEILINGS, DRYWALL SOFFITS, PUBLIC TOILETS, DOORS, AND FRAMES.

3) ERECT ALL NECESSARY DROP CLOTH PARTITIONS TO PROTECT ADJACENT BUILDING PROPERTY WHILE DEMOLITION AND CONSTRUCTION ARE IN PROGRESS.

4) ALL DEMOLITION WORK AND TRASH REMOVAL SHALL BE CONFINED TO THE TIMES AND HOURS ALLOWED AND COORDINATED WITH THE BUILDING OWNER.

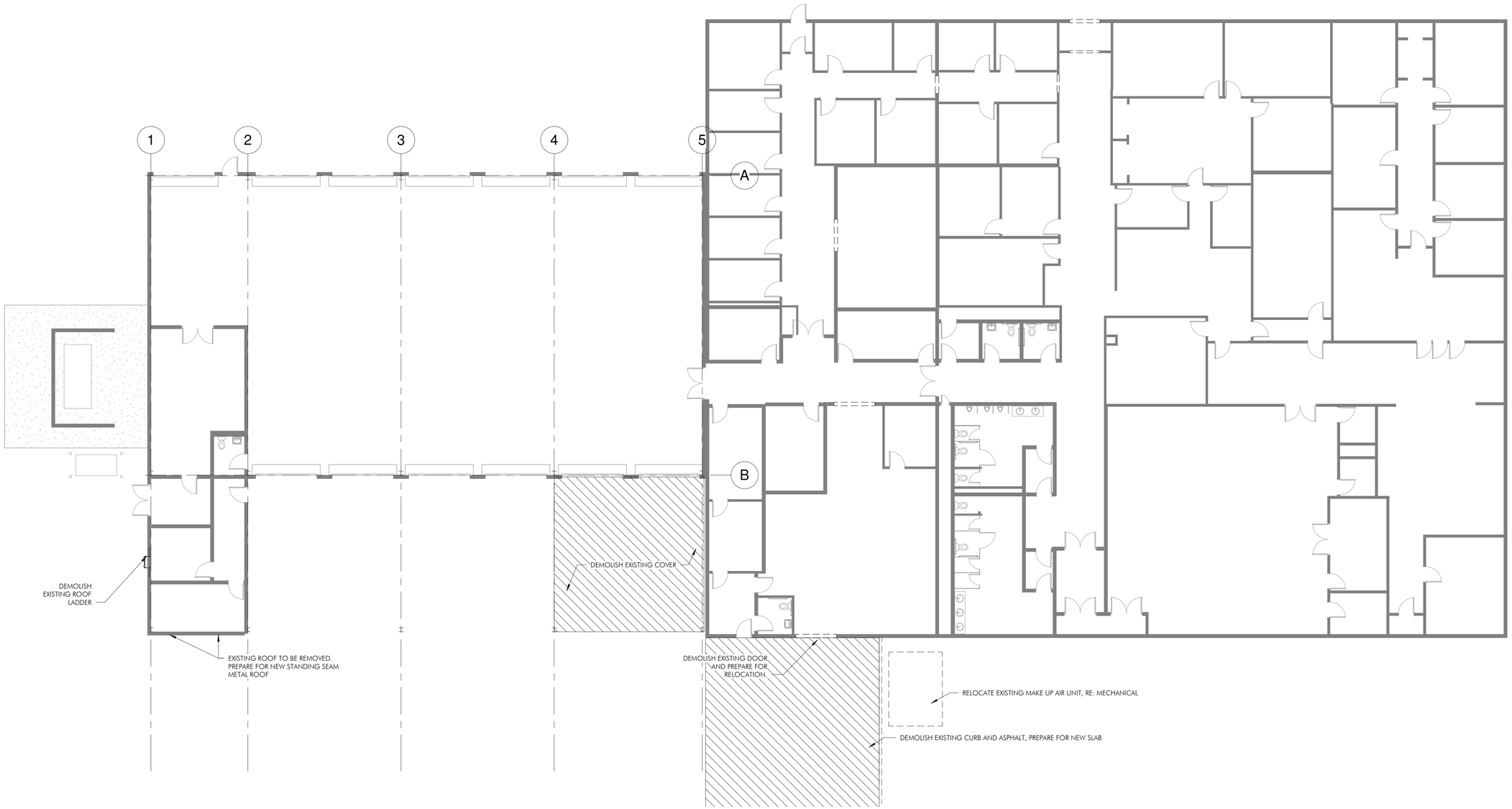
5) KEEP ALL EGRESS PATHS FREE AND CLEAR OF DEBRIS AND WORKING MATERIAL AT ALL TIMES.

6) FURNISH A SYSTEM OF TEMPORARY LIGHTS THROUGHOUT THE SPACE UNDER CONSTRUCTION IF REQUIRED.

7) CAP AND FLUSH OFF BEHIND WALL, FLOOR, OR CEILING SURFACES ALL PROJECTING MATERIALS, I.E. PLUMBING OR ELECTRICAL LINES TO JUNCTION BOX, AND ITEMS WHICH ARE TO BE ABANDONED OR ARE OTHERWISE EXTRANEOUS TO THE COMPLETED PROJECT.

8) CONTRACTOR SHALL PATCH AND REPAIR AND MATCH ALL EXISTING FINISHES AT ALL FLOORS AFFECTED BY NEW MECHANICAL OR OTHERWISE CONCEALED WORK.

9) DEMO EXISTING ACOUSTICAL CEILING TILE.



1 DEMO PLAN
3/32" = 1'-0"

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STATE OF TEXAS

9/18/2024

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PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
DEMO PLAN

SHEET NUMBER
A100

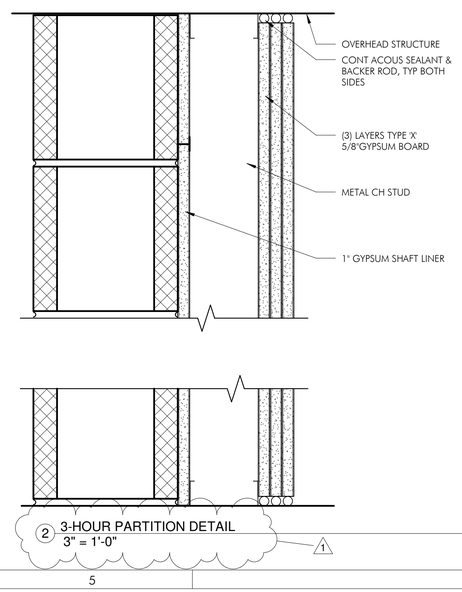
GENERAL NOTES TO FLOOR PLAN:

1) ALL PARTITIONS ARE TYPE 'A-6', UNLESS NOTED OTHERWISE (U.N.O.).

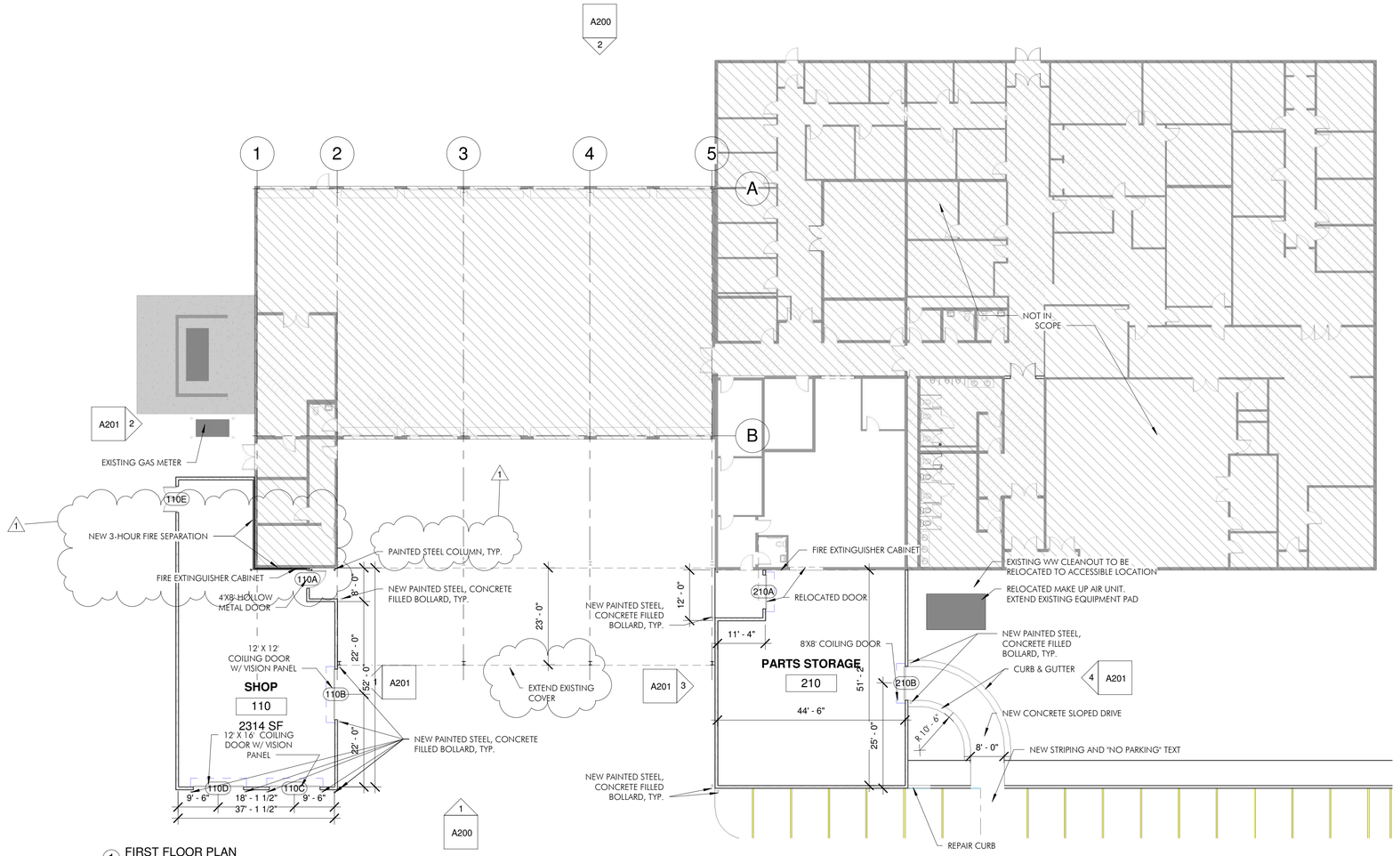
2) DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD, U.N.O.

3) ANY CONFLICTS FOUND IN CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE ANY WORK BEGINS.

4) WHERE DOUBLE GYPSUM BOARD PARTITION ARE IN LINE AND ABUTTS AGAINST A SINGLE GYPSUM BOARD PARTITION, ALIGN SO AS TO HAVE A FLUSH FINISH.



2 3-HOUR PARTITION DETAIL
3" = 1'-0"



1 FIRST FLOOR PLAN
1/16" = 1'-0"

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CONSTRUCTION DOCUMENTS
REVISIONS
1 PLAN REVIEW 10/9/24

PROJECT NUMBER
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SHEET TITLE
FIRST FLOOR PLAN

SHEET NUMBER
A101

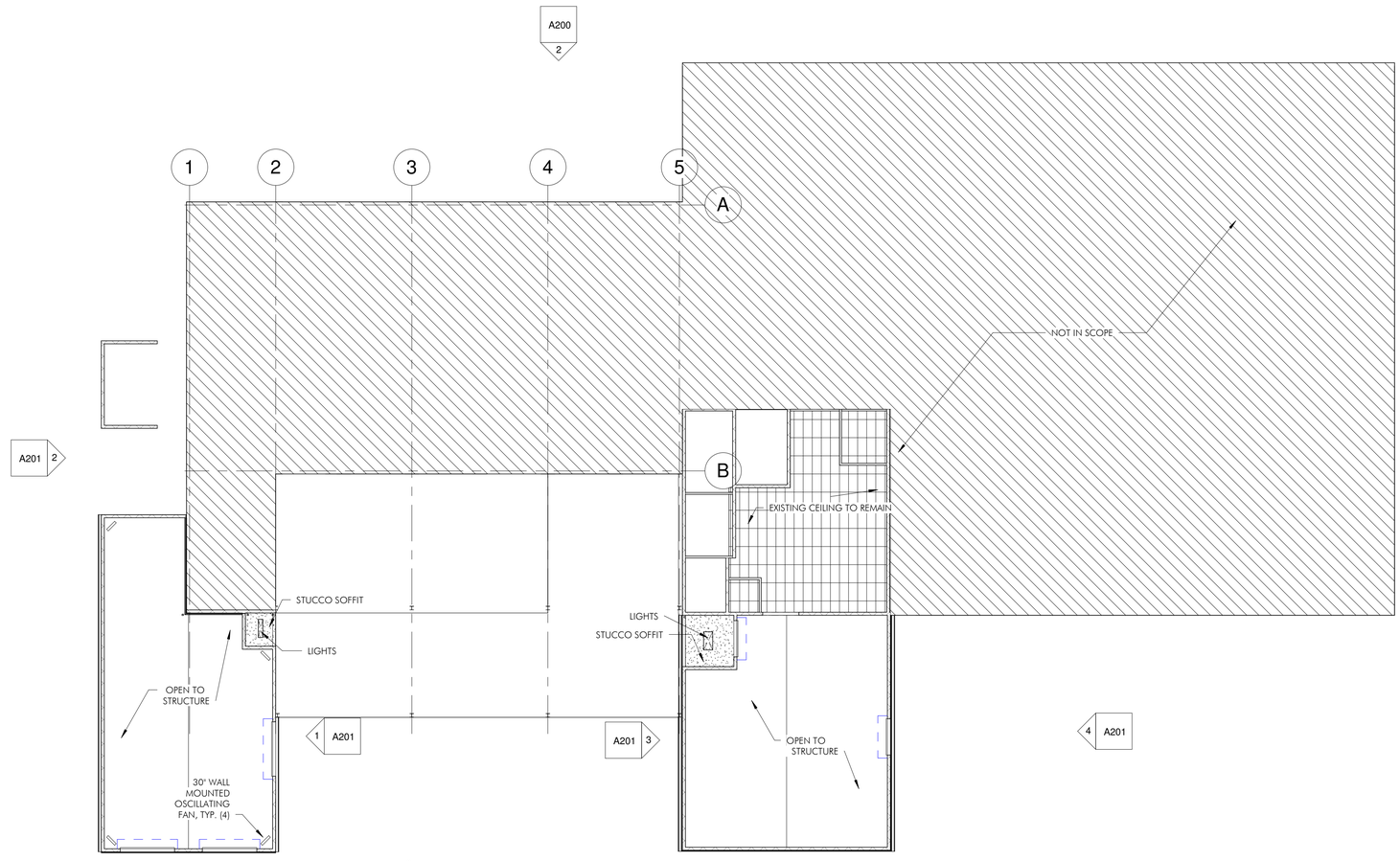
GENERAL NOTES TO REFLECTED CEILING PLAN:

1) CEILING HEIGHT IS 9'-4", U.N.O.

2) ALL LIGHT FIXTURES THROUGHOUT SPACE SHALL MATCH IN COLOR AND TEMPERATURE.

3) GENERAL CONTRACTOR TO USE MULTI-GANG BOXES IN ALL POSSIBLE LOCATIONS.

4) VERIFY ALL LIGHTING PLACEMENT WITH ARCHITECT BEFORE INSTALLATION IF DIFFERENT FROM ELECTRICAL DRAWINGS.



1 FIRST FLOOR CEILING PLAN
1/16" = 1'-0"

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103 woods lane
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ryan@modedc.us | www.modedc.us
+ 1 512 733 1150

REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS

9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
REFLECTED CEILING PLAN

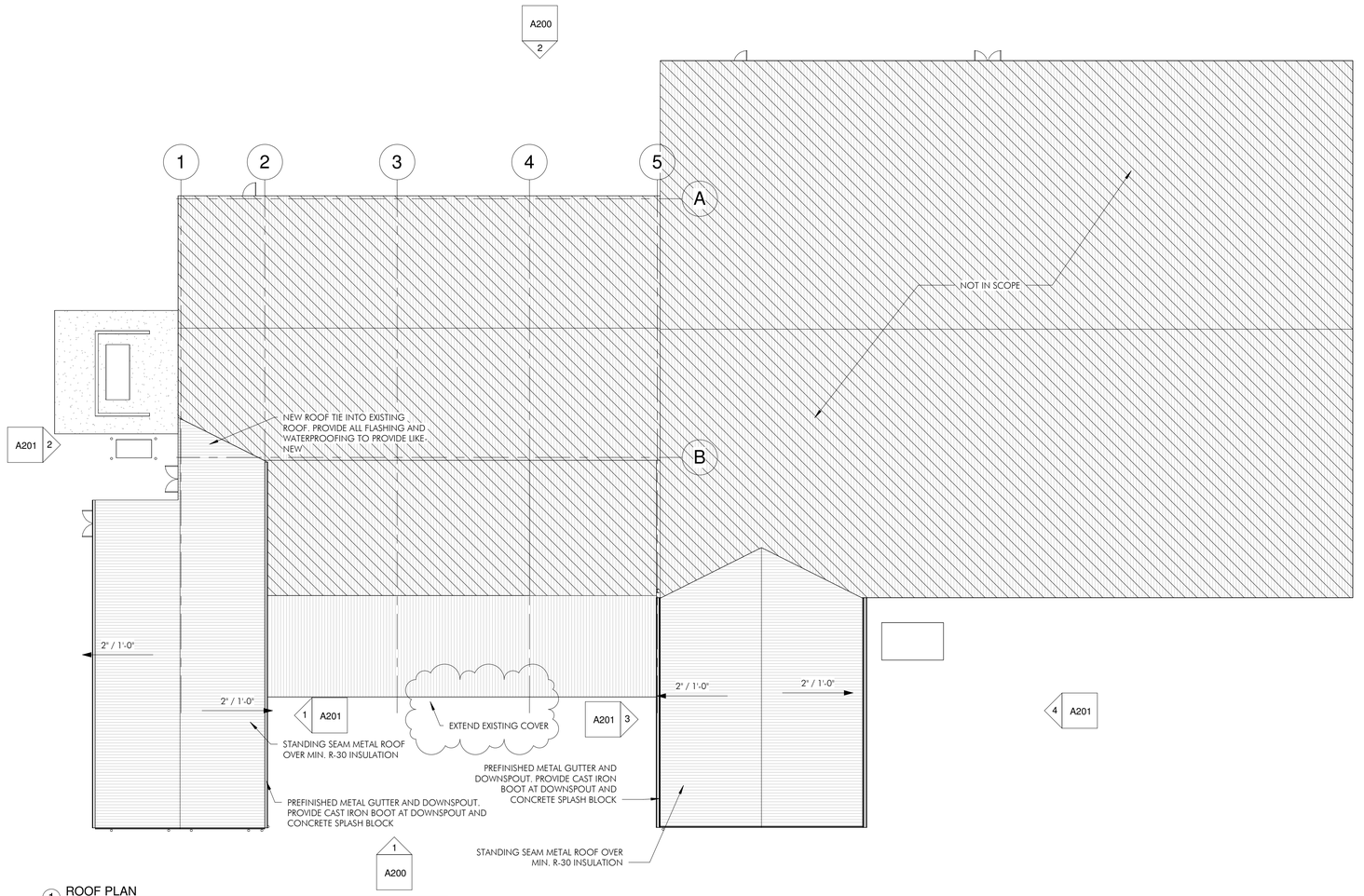
SHEET NUMBER
A102

GENERAL NOTES TO ROOF PLAN:

1) DIMENSIONS ARE FROM EDGE OF ROOF STRUCTURE TO FACE OF STUD, U.N.O.

2) ANY CONFLICTS FOUND IN CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE ANY WORK BEGINS.

3) ROOFING CONTRACTOR TO PROPERLY SIZE GUTTERS AND DOWNSPOUTS FOR GIVEN ROOF SLOPE AND AREAS AND RAINFALL INTENSITIES.



1 ROOF PLAN
1/16" = 1'-0"

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REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
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Ryan Hansanuwat
9/18/2024

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

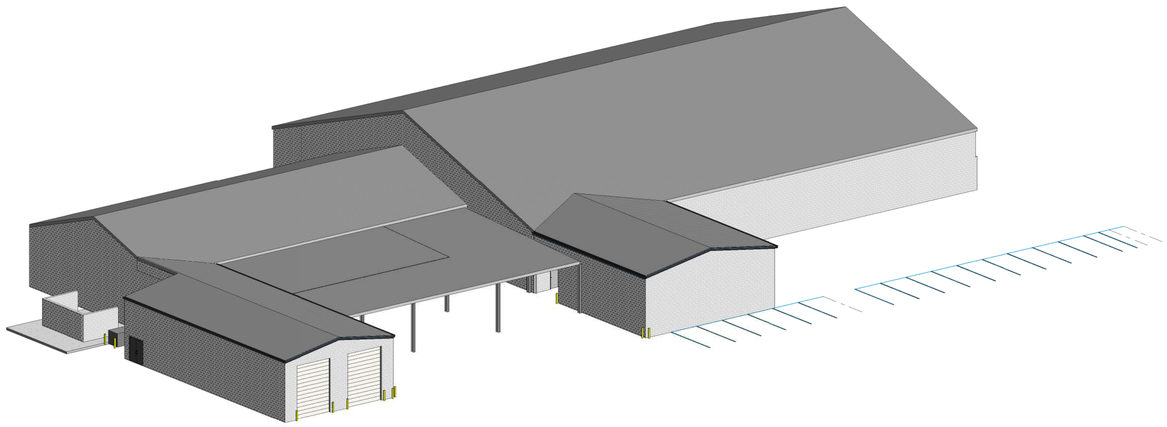
1	PLAN REVIEW	10/9/24

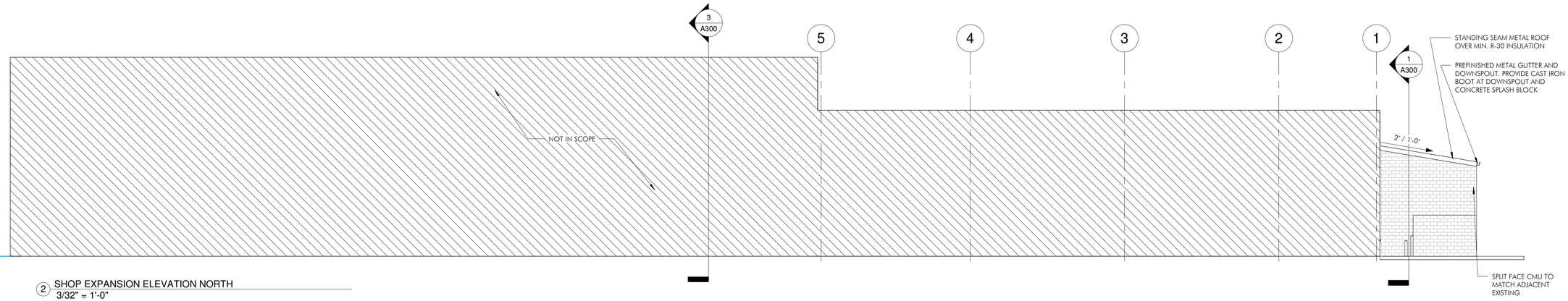
PROJECT NUMBER
23138-00

DATE ISSUED
9/18/2024

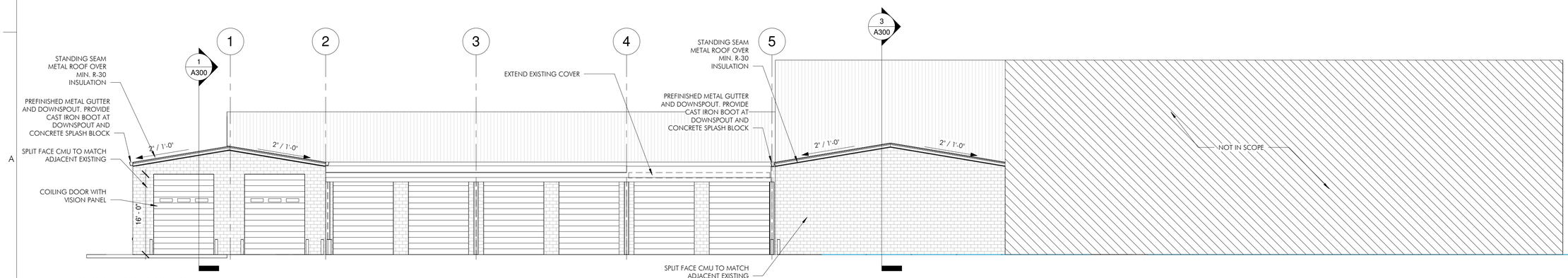
SHEET TITLE
ROOF PLAN

SHEET NUMBER
A103





2 SHOP EXPANSION ELEVATION NORTH
3/32" = 1'-0"



1 SHOP AND PARTS EXPANSION ELEVATION SOUTH
3/32" = 1'-0"

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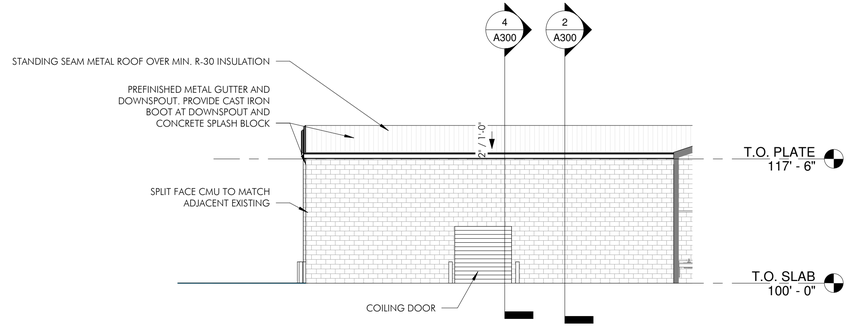
REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS
9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

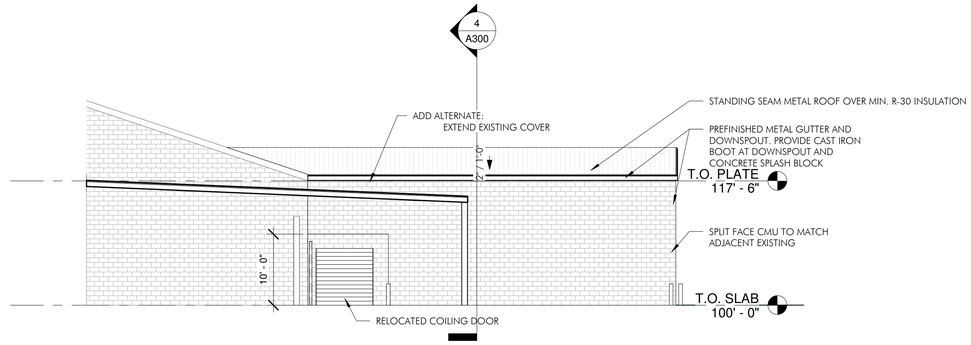
PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
EXTERIOR ELEVATIONS

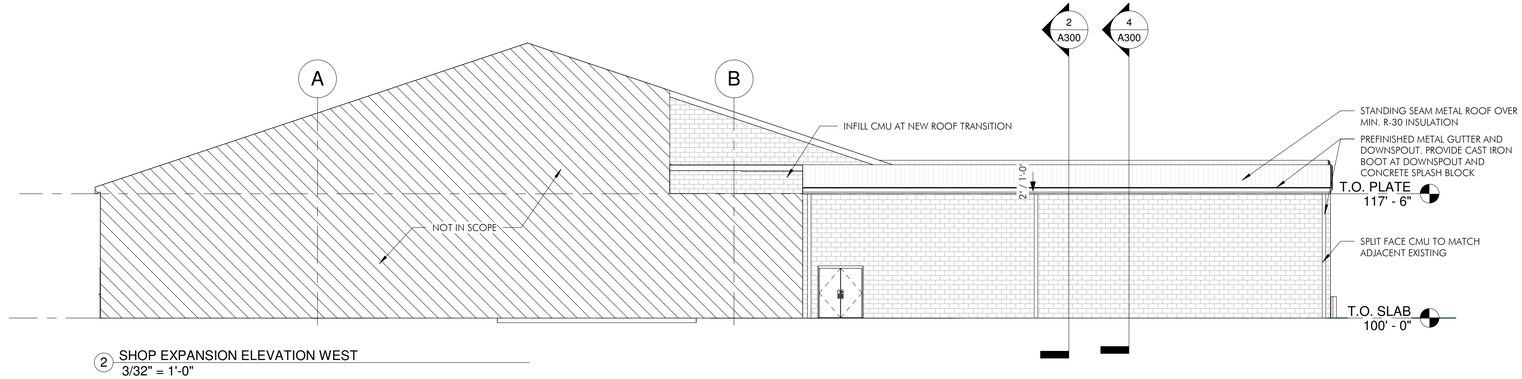
SHEET NUMBER
A200



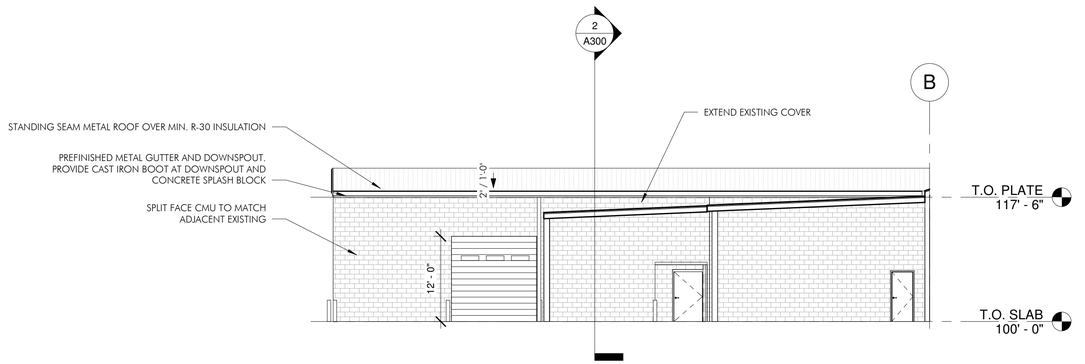
4 PARTS EXPANSION ELEVATION EAST
3/32" = 1'-0"



3 PARTS EXPANSION ELEVATION WEST
3/32" = 1'-0"



2 SHOP EXPANSION ELEVATION WEST
3/32" = 1'-0"



1 SHOP EXPANSION ELEVATION EAST
3/32" = 1'-0"

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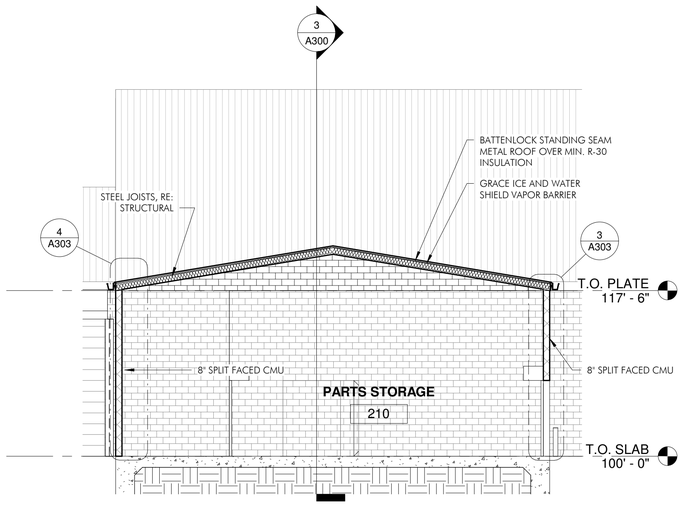
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RYAN HANSANUWAT
22732
STATE OF TEXAS
9/18/2024

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WILLIAMSON COUNTY FACILITIES
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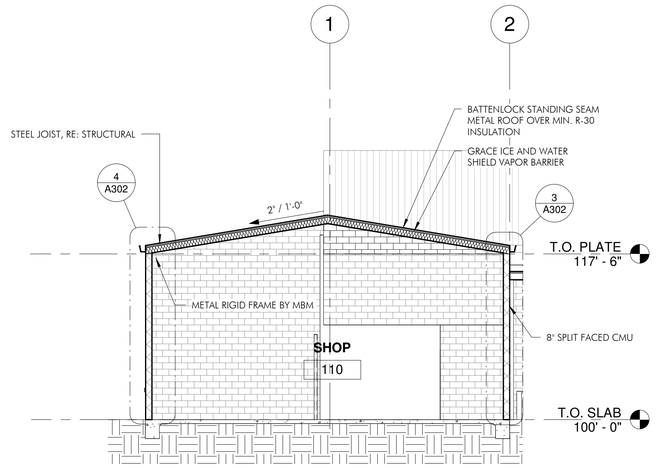
PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
EXTERIOR ELEVATIONS

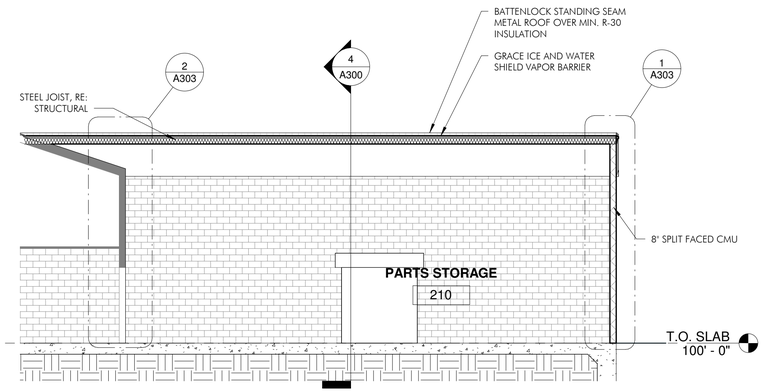
SHEET NUMBER
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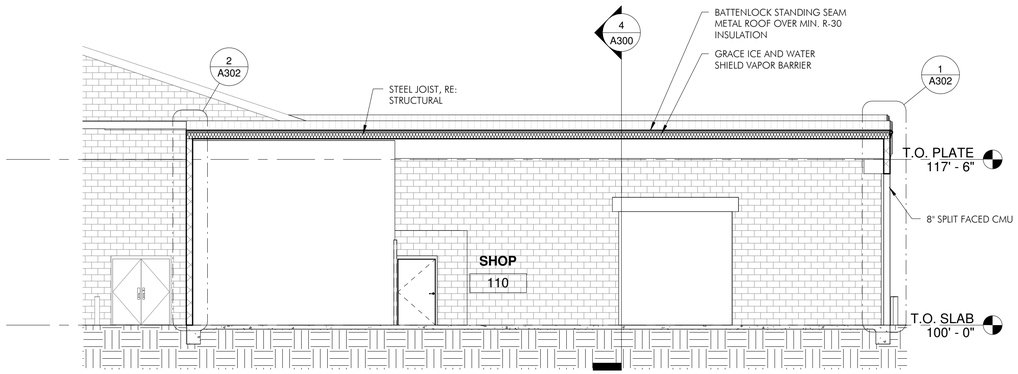
4 PARTS EXPANSION SECTION
1/8" = 1'-0"



2 SHOP EXPANSION SECTION
1/8" = 1'-0"



3 PARTS EXPANSION SECTION
1/8" = 1'-0"



1 SHOP EXPANSION SECTION
1/8" = 1'-0"

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REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS
9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

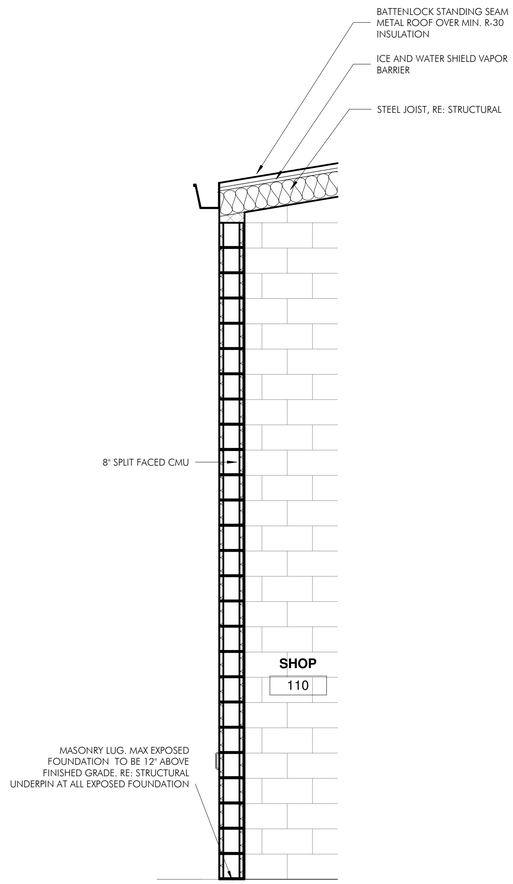
PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
BUILDING SECTIONS

SHEET NUMBER
A300

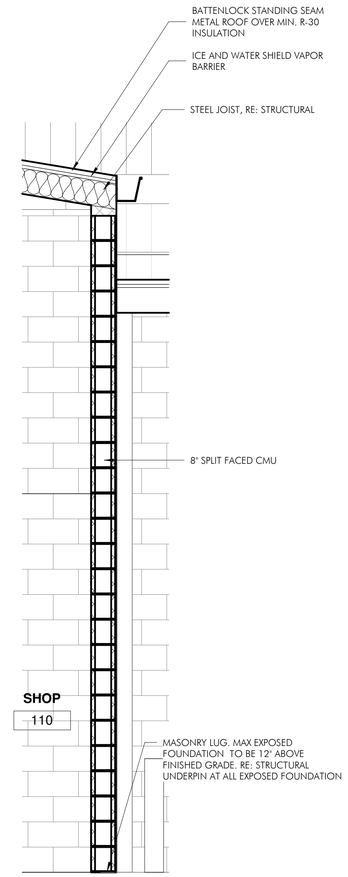
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REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS

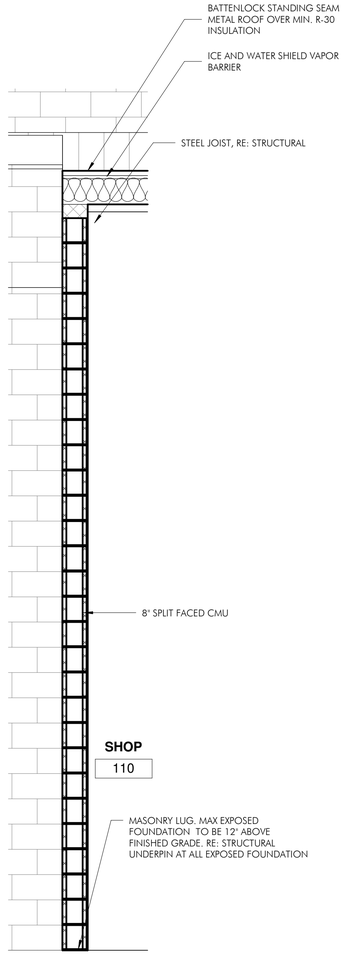
9/18/2024



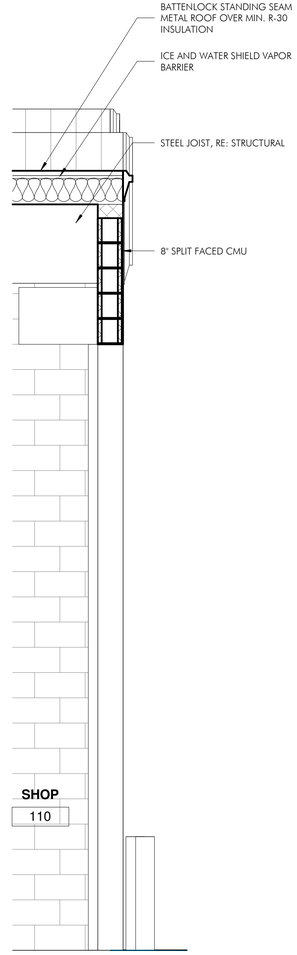
4 WALL SECTION
1/2" = 1'-0"



3 WALL SECTION
1/2" = 1'-0"



2 WALL SECTION
1/2" = 1'-0"



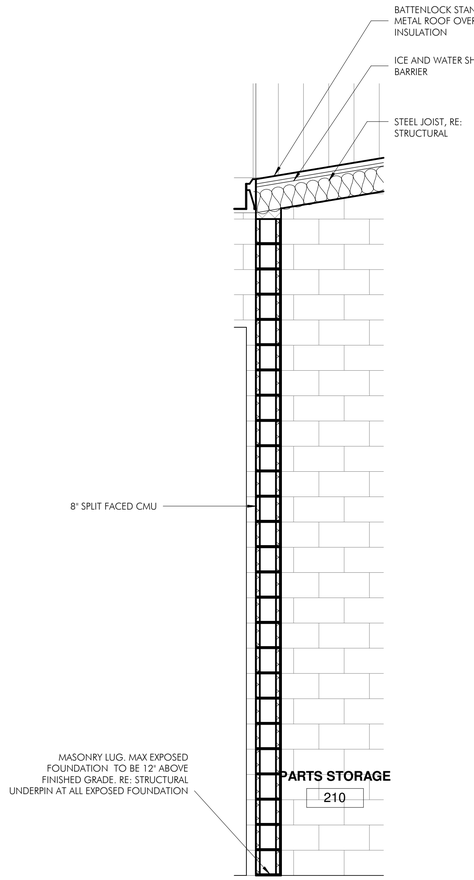
1 WALL SECTION
1/2" = 1'-0"

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

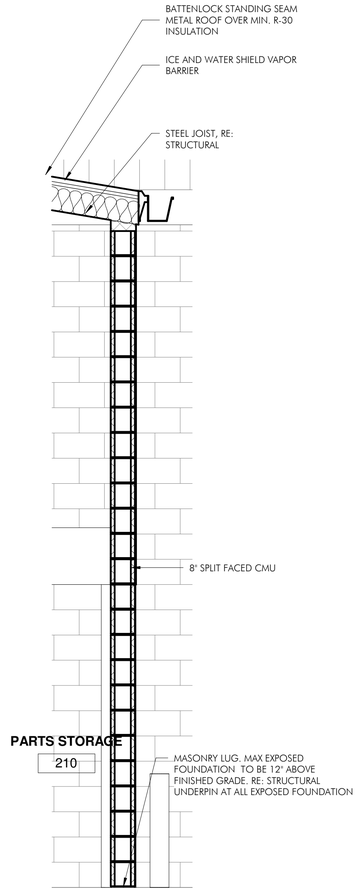
PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
WALL SECTIONS

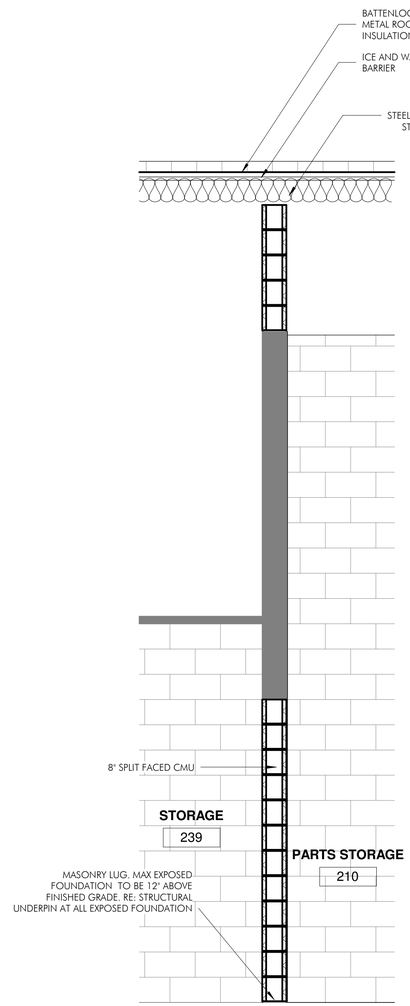
SHEET NUMBER
A302



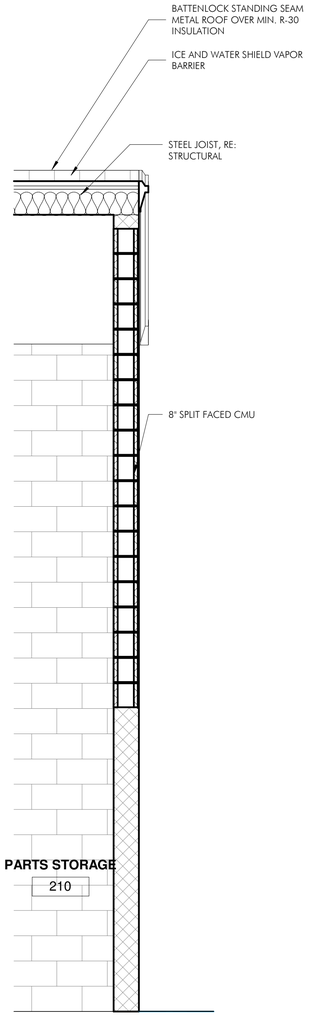
4 WALL SECTION
1/2" = 1'-0"



3 WALL SECTION
1/2" = 1'-0"



2 WALL SECTION
1/2" = 1'-0"



1 WALL SECTION
1/2" = 1'-0"

MODE design company
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REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS

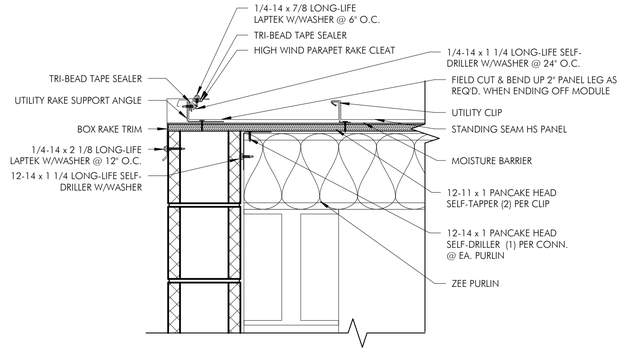
9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

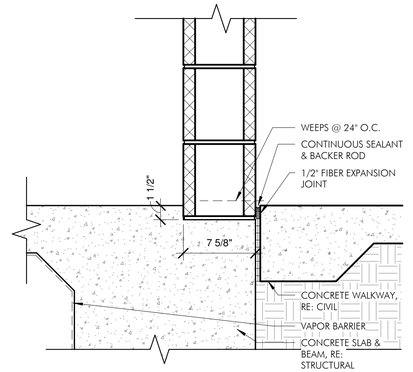
PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
WALL SECTIONS

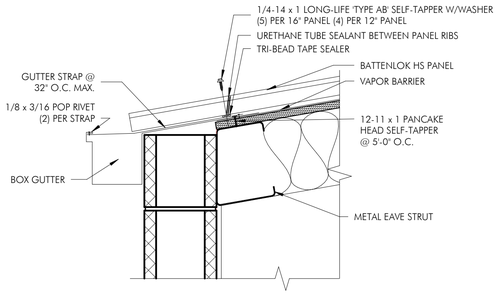
SHEET NUMBER
A303



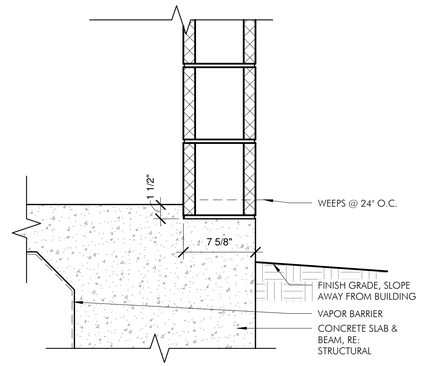
4 RAKE DETAIL
1 1/2" = 1'-0"



2 FOUNDATION DETAIL
1 1/2" = 1'-0"



3 EAVE DETAIL - CMU
1 1/2" = 1'-0"



1 FOUNDATION DETAIL
1 1/2" = 1'-0"

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REGISTERED ARCHITECT
RYAN HANSANUWAT
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STATE OF TEXAS

9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
FOUNDATION, WALL, CEILING & ROOF DETAILS

SHEET NUMBER
A304

MODE design company
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REGISTERED ARCHITECT
RYAN HANSANUWAT
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STATE OF TEXAS

9/18/2024

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES

3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE

CONSTRUCTION DOCUMENTS

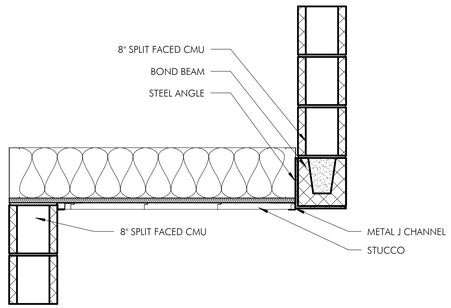
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PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE

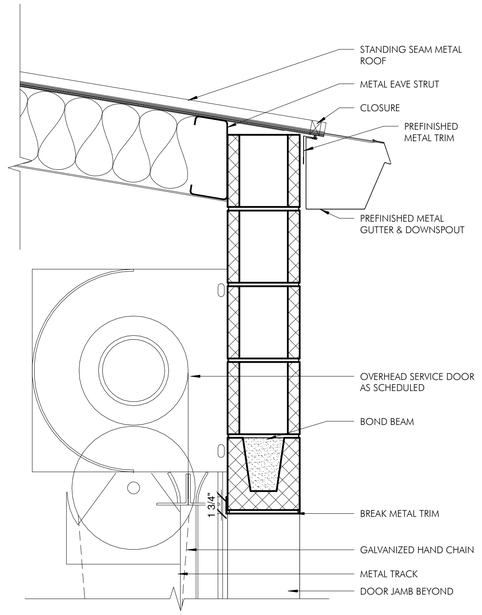
ARCHITECTURAL DETAILS

SHEET NUMBER

A500



2 STUCCO SOFFIT AT RECESSED ENTRY
1" = 1'-0"



1 EAVE DETAIL @ OVERHEAD DOOR CMU WALL
1 1/2" = 1'-0"

GENERAL NOTES TO DOOR SCHEDULE AND TYPES:

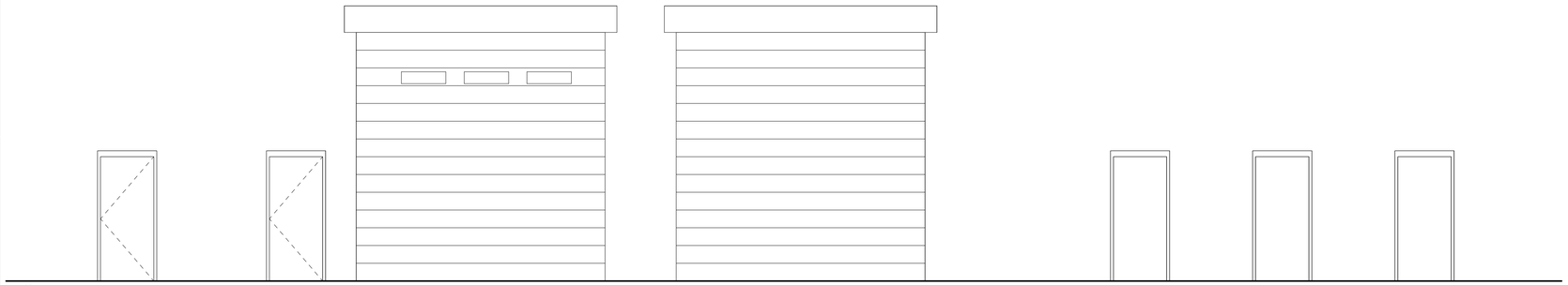
1) ALL EXTERIOR AND COMMON AREA DOORS TO HAVE HEAVY DUTY HINGES, DOOR STOPS, SILENCERS, AND AUTOMATIC CLOSERS.

2) CONTRACTOR TO COORDINATE ALL DOOR HARDWARE AND KEYING WITH COUNTY PRIOR TO PURCHASE

3) GLAZING TYPES-
- G1 = 1" LOW-E INSULATED GLASS
- G2 = 1/4" CLEAR TEMPERED GLASS
- G3 = 1/4" ONE WAY MIRRORED TEMPERED GLASS
- G4 = 1/4" CLEAR LAMINATED GLASS
- G5 = 1/4" CLEAR RATED TEMPERED GLASS

DOOR SCHEDULE

MARK	ROOM NAME	DOOR							FRAME		RATING	DETAILS			COMMENTS
		TYPE	WIDTH	HEIGHT	LEAVES	THICK	FINISH	GLAZING	TYPE	FINISH		HEAD	JAMB	THRESHOLD	
110A	SHOP	B	4' - 0"	7' - 0"	1	1 3/4"	PAINT	-	3	PAINT	-	3/-	2/-	1/-	PROVIDE CARD READER AT DOOR
110B	SHOP	C	12' - 0"	12' - 0"		3"	MFR.	G2		MFR	-	6/-	5/-	4/-	
110C	SHOP	C	12' - 0"	16' - 0"		3"	MFR.	G2		MFR	-	6/-	5/-	4/-	
110D	SHOP	C	12' - 0"	16' - 0"		3"	MFR.	G2		MFR	-	6/-	5/-	4/-	
110E	SHOP	B	6' - 0"	7' - 0"	2	1 3/4"	PAINT	-	3	PAINT	-	3/-	2/-	1/-	PROVIDE CARD READER AT DOOR
210A	PARTS STORAGE	D	8' - 0"	8' - 0"		3"	MFR.	-		MFR	-	6/-	5/-	4/-	RELOCATED DOOR
210B	PARTS STORAGE	D	8' - 0"	8' - 0"		3"	MFR.	-		MFR	-	6/-	5/-	4/-	



TYPE A
STAINED SOLID CORE WOOD DOOR

TYPE B
PAINTED HOLLOW METAL DOOR

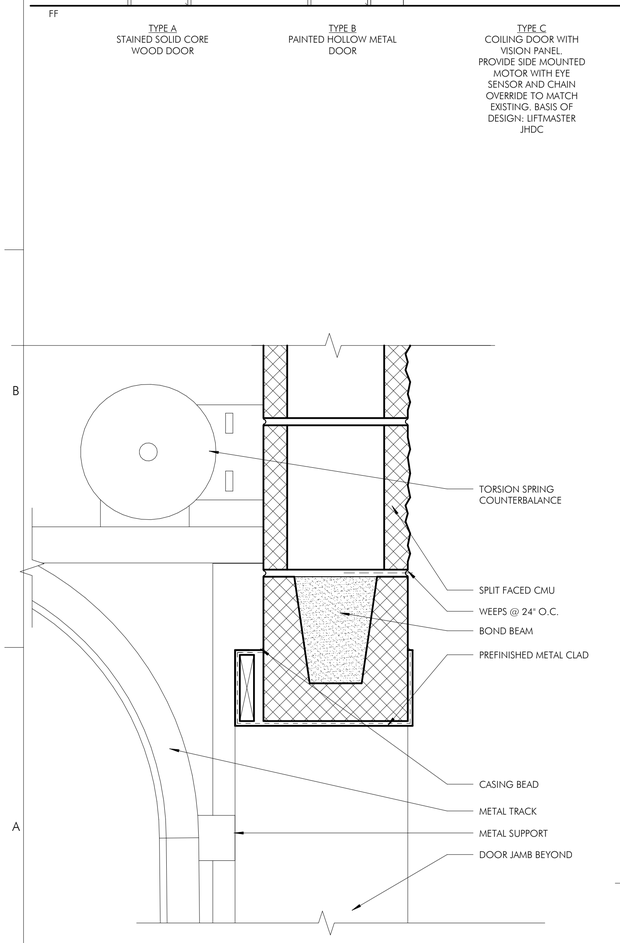
TYPE C
COILING DOOR WITH VISION PANEL. PROVIDE SIDE MOUNTED MOTOR WITH EYE SENSOR AND CHAIN OVERRIDE TO MATCH EXISTING. BASIS OF DESIGN: LIFTMASTER JHDC

TYPE D
COILING DOOR. PROVIDE SIDE MOUNTED MOTOR WITH EYE SENSOR AND CHAIN OVERRIDE TO MATCH EXISTING. BASIS OF DESIGN: LIFTMASTER JHDC

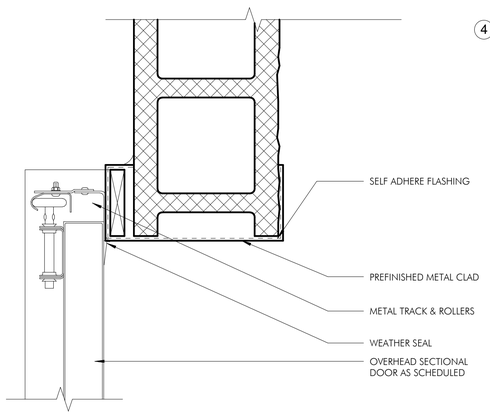
TYPE 1
ALUMINUM STOREFRONT FRAME

TYPE 2
ALUMINUM INTERIOR FRAME

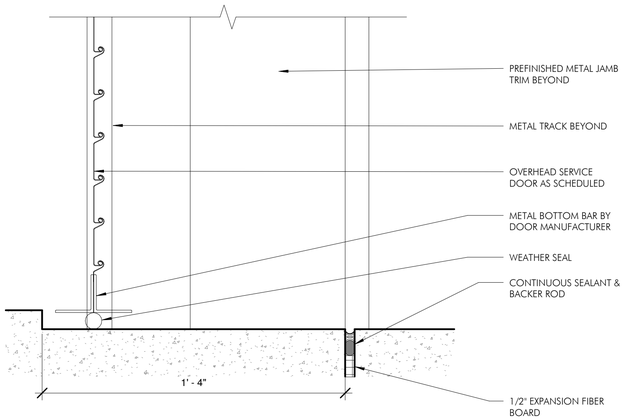
TYPE 3
HOLLOW METAL FRAME



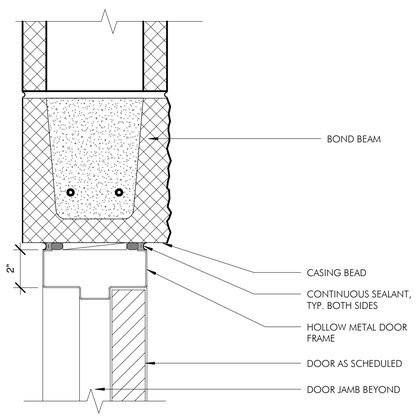
6 HEAD DETAIL
3" = 1'-0"



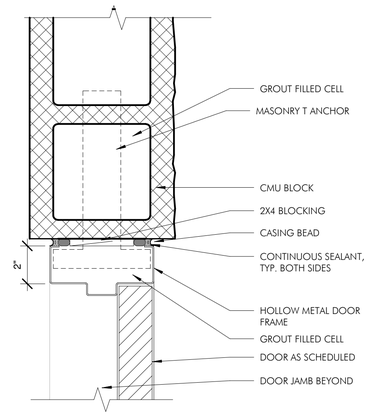
5 JAMB DETAIL
3" = 1'-0"



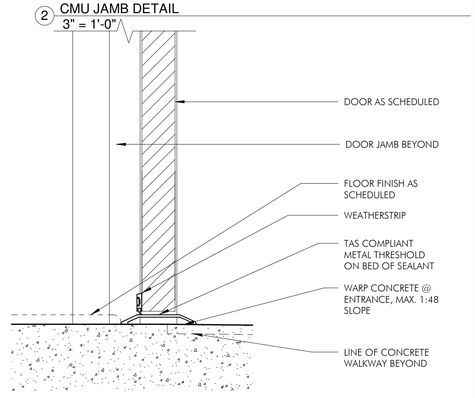
4 OVERHEAD DOOR SILL DETAIL
3" = 1'-0"



3 CMU HEAD DETAIL
3" = 1'-0"



1 THRESHOLD DETAIL
3" = 1'-0"



2 CMU JAMB DETAIL
3" = 1'-0"

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REGISTERED ARCHITECT
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22732
STATE OF TEXAS

9/18/2024

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES

3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
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DATE ISSUED
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SHEET TITLE
DOOR SCHEDULE & DETAILS

SHEET NUMBER
A600

FINISH LEGEND

FLOOR:
SC-1 SEALED CONCRETE: BASIS OF DESIGN: W.R. MEADOWS DECRA-SEAL W/B

WALL:
EP-1 EPOXY WALL PAINT: CONFIRM FINAL COLOR SELECTION WITH ARCHITECT AND OWNER

CEILING:
ACT-1 ACOUSTIC CEILING TILE: 2X2, MATCH ADJACENT EXISTING
P-2 PAINT (CEILING): DRYFALL. CONFIRM FINAL COLOR SELECTION WITH ARCHITECT AND OWNER

GENERAL NOTES TO FINISH FLOOR PLAN:

1) NO SUBSTITUTIONS OF FINISHES ARE ALLOWED WITHOUT ARCHITECT AND OWNER APPROVAL.

2) REFER TO ELEVATIONS FOR ADDITIONAL FINISH INFORMATION.

3) CONTRACTOR TO SUBMIT (3) SAMPLES OF ALL FINISHES ON APPROPRIATE SUBSTRATE TO ARCHITECT FOR APPROVAL PRIOR TO ORDERING, EACH SUBMITTAL MUST BE 12" X 12".

4) ALL MATERIALS TO BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS TO ACCOMPLISH WARRANTY.

5) CONTRACTOR TO PREPARE SLAB FOR INSTALLATION OF NEW FLOOR FINISH.

6) ALL FLOOR FINISH TRANSITIONS SHALL OCCUR AT CENTER OF DOORWAYS, U.N.O.

7) ALL PAINTED WALLS AND COLUMNS TO RECEIVE ONE COAT OF PRIMER AND TWO COATS OF SPECIFIED PAINT, U.N.O.

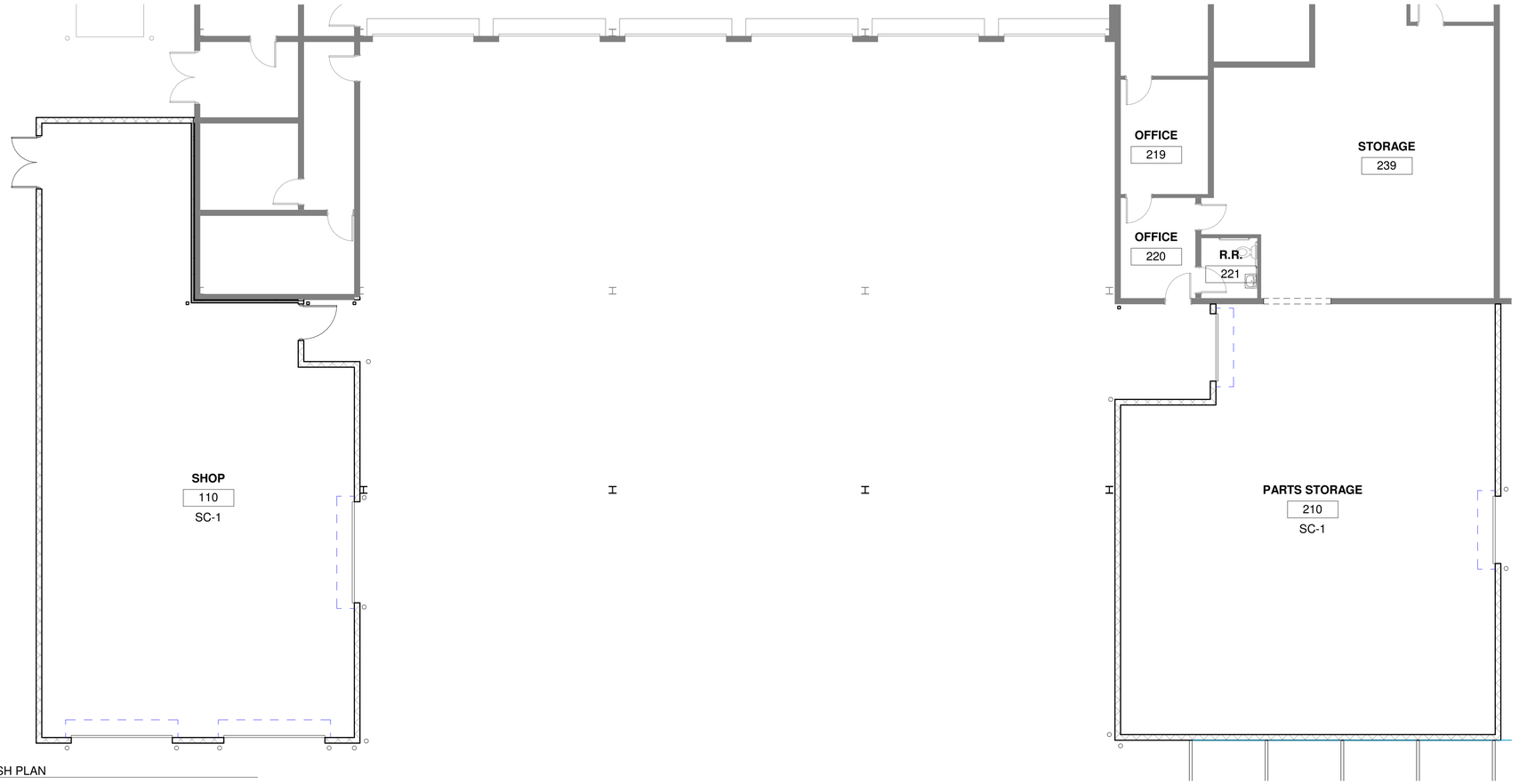
8) ALL PAINT BIDS SHALL INCLUDE A ONE TIME TOUCH UP AFTER THE WORK OF ALL TRADES HAS BEEN COMPLETED. WALLS WITH NOTICEABLE TOUCH UP MARKS SHALL BE FILLY PAINTED.

9) THE CONTRACTOR IS RESPONSIBLE FOR FINAL CLEANING OF ALL FINISHES IN ALL AREAS PRIOR TO FINAL OCCUPANCY.

10) CONTRACTOR TO PROVIDE MAINTENANCE INSTRUCTIONS FOR ALL INTERIOR/SPECIAL FINISHES.

FINISH SCHEDULE

ROOM NUMBER	ROOM NAME	FLOOR	BASE	WALL				CEILING	COMMENTS
				NORTH	EAST	SOUTH	WEST		
110	SHOP	SC-1	-	EP-1	EP-1	EP-1	EP-1	P-2	
210	PARTS STORAGE	SC-1	-	EP-1	EP-1	EP-1	EP-1	ACT-1	



1 FIRST FLOOR FINISH PLAN
1/8" = 1'-0"

MODE design company
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REGISTERED ARCHITECT
RYAN HANSANUWAT
22732
STATE OF TEXAS
9/18/2024

WILCO - FLEET SERVICES ADDITION
WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS
REVISIONS

PROJECT NUMBER
23138-00
DATE ISSUED
9/18/2024
SHEET TITLE
FINISH SCHEDULE

SHEET NUMBER
A700

KSS ENGINEERS
280 WESTBURY LN
GEORGETOWN, TX 78633
512-401-3100
F-20710

COORDINATION

A. The contractor shall compare the architectural, structural, mechanical, electrical, plumbing, and other series drawings and report any discrepancies between each set of drawings and within each set of drawings prior to fabrication and installation of any structural members.

B. Only larger sleeve openings and framed openings in structural framing component members are indicated on the structural drawings. However, all sleeves, inserts and openings, including frames and/or sleeves shall be provided for passage, provision and/or incorporation of the work of the contract, including but not limited to mechanical, electrical and plumbing work. This work shall include the coordination of sizes, alignment, dimensions, position, locations, elevations and grades as required to serve the intended purpose. Openings not indicated on the structural drawings, but required as noted above, shall be submitted to the engineer for review.

C. Refer to architectural, mechanical, electrical and plumbing drawings for floor elevations, slopes, drains and location of depressed and elevated floor areas.

D. Compatibility of the structure and provisions for building equipment supported on or from structural components shall be verified as to size, dimensions, clearances, accessibility, weights and reaction with the equipment for which the structure has been designed prior to submission of shop drawings and data for each piece of equipment and for structural components. Differences shall be noted on the submittals.

E. Shop drawings shall be prepared for all structural items and submitted for review by the engineer. Structural drawings shall not be reproduced and used as shop drawings. All items deviating from the structural drawings or from previously submitted shop drawings shall be clouded.

F. The details designated as "typical details" apply generally to the structural drawings in all areas where conditions are similar to those described in the details.

G. All dimensions and conditions of existing construction shall be verified at the job site prior to the preparation of shop drawings. Differences between existing construction and that shown on the structural drawings shall be referred to the architect. Differences shall also be clouded on the shop drawings.

H. Structural elements of the project have been designed by the engineer to resist the required code vertical and lateral forces that could occur in the final completed structure only. It is the responsibility of the contractor to provide all required bracing during construction to maintain the stability and safety of all structural elements during the construction process until the lateral-load resisting or stability-providing system is completely installed and the structure is completely tied together. Temporary supports shall not result in the overstress or damage of the elements to be braced nor any elements used as brace supports.

I. The contract structural drawings and specifications represent the finished structure, and except where specifically shown, do not indicate the means or methods of construction. The contractor and their sub-contractors shall supervise and direct the work and shall be solely responsible for all construction means, methods, procedures, techniques, sequences and safety measures including, but not limited to, adherences to all OSHA guidelines. The engineer shall not have control of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the contractor, subcontractors, or any other person performing any of the work, or for the failure of any of these persons to carry out the work in accordance with the structural contract documents.

J. Where conflict exists among the various parts of the structural contract documents, structural drawings, general notes, and specifications, the strictest requirements, as indicated by the engineer, shall govern.

K. Site observations by KSS Engineers are solely for the purpose of determining if the work is proceeding in general conformance with the structural contract documents and are limited to informing the owner of apparent defects and deficiencies in the work of the contractor readily accessible to view. Site observations are not a substitute for special inspections and do not check the quality or quantity of the work.

SUBSTITUTIONS

A. All requests for substitutions of materials or details shown in the Structural Contract Documents shall be submitted for approval during the bidding period.

B. Once bids are accepted, proposed substitutions will be considered only when they are officially submitted with an identified savings or duration to be deducted from the contract and/or schedule impact. Submittals not satisfying the above criteria will not be considered.

MAINTENANCE STATEMENT

A. Structures require maintenance to protect structural members from adverse exposure to the environment. A planned program of maintenance shall be established by the building owner. This program shall include such items as but not limited to painting of structural steel, application of protective coating on concrete surfaces, sealants, caulked joints, expansion joints, control joints, repair of spalls and cracks in concrete, and pressure washing of exposed structural elements.

CODES & REFERENCED REPORTS

A. The General Building Code used as the basis for the structural design is as follows:
1. International Building Code, 2021 Edition
2. International Existing Building Code, 2021 Edition

B. Structural Concrete: Building Code Requirements for Reinforced Concrete, American Concrete Institute, ACI 318, as referenced by the General Building Code.

C. Concrete Masonry: Building Code Requirements for Concrete Masonry Structures, American Concrete Institute, ACI 530, as referenced by the General Building Code.

D. Structural Steel: Manual of Steel Construction, American Institute of Steel Construction Inc., ANSI/AISC 360, as referenced by the General Building Code.

E. Open Web Steel Joists: Code of Standard Practice for Steel Joists and Joist Girders, Steel Joist Institute, SJI COSP - 2015.

F. Pre-engineered Metal Buildings: Metal Building Systems Manual.

G. Light Gauge Steel: Specification for the Design of Cold-Formed Steel Structural Members, American Iron and Steel Institute, as referenced by the General Building Code.

H. Geotechnical Report: Foundation elements have been designed in accordance with information provided in the following geotechnical report:

Geotechnical engineer:	Balcones Geotechnical
Report Number:	0115-036
Date:	February 5, 2016

DESIGN LOADS

A. Dead Loads include the self-weight of the structural elements and the following superimposed loads:

1.	Ceiling and Mechanical at roof	10 psf
2.	Roofing and rigid insulation	8 psf
3.	Roof Overframing above Existing Shop Roof	See Plan
4.	Crane Loads	None

B. Live Loads

	OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lb)
1.	Shop	250	8,000
2.	Parts Storage		
	a. Heavy	250	N/A
3.	Roof	20	

C. Live Load Reduction
1. Roof live load has been reduced using the formula 20 x R1 x R2 according to the General Building Code.

D. Snow loads
1. Ground snow load, Pg — 5 psf

E. Wind loads
1. Wind lateral load on structural frame is based on ASCE 7 using the following:

a.	Basic Wind Speed (Ultimate)	108 mph
b.	Exposure	C
c.	Internal Pressure Coefficient, Gcpi	+/-0.18
d.	Risk Category	II

2. Components and cladding wind pressures:

Surface	(PSF) Zone		Area At (SF)
Exterior walls	+26.0	Interior and edge	10 or less
	-28.0	Interior	10 or less
	-35.0	Edge	10 or less
	+19.0	Interior and edge	500 or greater
	-22.0	Interior	500 or greater
	-22.0	Edge	500 or greater
Roof	+21	Int, edges, corners, ridge	16 or less
	-52.0	int (1), edge eave (2e)	20 or less
	-79.0	edge gable (2n), ridge (2r), corners (3e)	10 or less
	-91.0	edge ridge (3r)	10 or less
	+16	Interior	20 or greater
	-16.0	Edges	100 or greater
	-28.0	Corners	250 or greater
	-48.0	Corners	100 or greater

- Pressures for Tributary Areas in between the listed values may be linearly interpolated.
- Negative value signifies pressure acting away from the surface (suction).
- Edge and Corner zone distances shall be determined in accordance with referenced standard.
- Pressures on parapets shall be determined by combining positive and negative wall pressures or wall and roof pressures listed above in accordance with the referenced standard.
- Pressures are for gross uplift conditions. Refer to roof plan(s) for net uplift values for design of joists, joist girders, and bridging.

F. Seismic Loads
1. The structure and structural components of the building have been designed in accordance with General Building Code with the following criteria:

a.	Seismic Importance Factor, IE	1
b.	Risk Category	II
c.	Mapped Spectral Response Accelerations	
	i. Ss (%g)	5.50%
	ii. S1 (%g)	3.50%
d.	Site Class	D
e.	Spectral Response Coefficients	
	i. SDS	0.059
	ii. SD1	0.056
f.	Seismic Design Category	A
g.	Basic Seismic-force-resisting system	Bearing Wall System; Ordinary Reinforced Masonry Shear Walls
h.	Design Base shear, V	17.1
i.	Seismic Response Coefficient(s), Cs	0.03
j.	Response Modification Factor(s), R	2
k.	Equivalent Lateral Force Procedure Used	

G. Stair Rails: The handrails and supporting structure shall be capable of withstanding a 200 pound load applied in any direction at any point on the rail.

H. Concentrated Load for Stair Treads and Ladder Rungs: The individual stair treads and ladder rungs shall be designed to support a 300 pound concentrated load placed in a position, which would cause maximum stress.

BUILDING MOVEMENTS

A. The building movements specified herein are anticipated to occur and shall be taken into account by the Contractor in the design, detailing, and installation of the building elements.

C. Interior roof deflections: Provisions shall be made in interior partitions and other elements supported by or attached to the floors or roofs for relative floor to roof vertical deflections of L/240.

D. Slab-on-grade movement: Provisions shall be made in the building cladding and interior partitions for relative deflections between the soil-supported slab on grade and the roof or floor level directly above. Design of soil supported building slabs is based on a potential vertical movement of 3/4" based on the recommendations of the project geotechnical report. Refer to Building Pad Preparation Notes for soil stabilization under soil-supported building slabs.

E. Lateral building drift: Provisions shall be made in building cladding and other architectural finishes for relative floor to floor lateral deflections of story height/400.

WARRANTIES

A. Manufacturer's standard warranties regarding workmanship and materials shall be submitted for the items listed below. Minimum duration of warranty shall be as shown. Warranties shall begin at substantial completion.
1. Sealants: 5 years
2. Penetrating sealers: 5 years
3. Expansion joint seals: 10 years

B. Warranties shall be submitted for review by the Architect and Engineer prior to commencement of material application.

SUBMITTALS

A. Shop drawings shall be prepared for all structural items and submitted for review by the Engineer. Structural Drawings shall not be reproduced and used as shop drawings. All items deviating from the Structural Drawings or from previously submitted shop drawings shall be clouded.

B. Contractor shall review shop drawings for compliance with the Structural Drawings and shall certify that they have done so by a stamp noting that the drawings have been "Approved" and which bears the signature (or initials) of an authorized representative of the Contractor and the date. Submittals which do not reflect the Contractor's approval, signature and date will be returned without review.

C. Contractor shall be responsible for delays caused by rejection of inadequate shop drawings.

D. Where review and return of shop drawings is required or requested, the Engineer will review each submittal and return to the architect for distribution.

E. Corrections or comments on shop drawings or manufacturer's data sheets do not relieve the Contractor from compliance with requirements of the plans and specifications. Engineer's review is for general conformance with the requirements of the Structural Drawings. Contractor is responsible for confirming and correcting all quantities and dimensions, selecting fabrication processes and techniques of construction, and coordinating the work with that of all other contractors.

F. Refer to individual sections for specific submittal requirements.

G. Submittals shall be submitted electronically. Engineer will review, comment and retain one copy of each submittal. Contractor will be responsible for providing and distributing Engineer's comments to their subcontractors.

EXCAVATION PROTECTION

A. Temporary retention or alternative protective systems shall be designed to resist the soil pressures stipulated in the referenced geotechnical report. In addition, the design shall consider surcharges created by construction equipment, excavation spoil, and other surface encumbrances.

B. Contractor shall comply with all Occupational Safety and Health Administration standards and all other regulatory agency standards regarding excavation safety.

BUILDING PAD PREPARATION

A. Structural fill material shall be crushed limestone derivative base material. Gradation of material shall be as follows:

1.	Retained on 2 1/2" screen	0%
2.	Retained on 7/8" screen	5% -- 50%
3.	Retained on 3/8" screen	25% -- 65%
4.	Retained on No. 4 mesh	35% -- 75%
5.	Retained on No. 40 mesh sieve	60% -- 90%

Material passing the No. 40 mesh seive shall meet the following plasticity requirements:

Passing No. 40 Sieve	Maximum Plasticity Index	Minimum Plasticity Index
25% to 40%	15	3
10% to 25%	20	4

B. Prior to placing fill material, remove all surficial vegetation, organic, other deleterious material and all dard brown FAT CLAY from the existing subgrade for a distance of 3'- 0" beyond building line, to an estimated depth of 5'-0" feet below final subgrade elevation. Remove additional material as required to place a minimum of 5'-0" uniform thickness select fill pad feet of structural fill beneath the building slab. All exposed surfaces shall then be scarified to a depth of 1'-0" and recompact to at least 95% of the maximum dry density as determined using the Texas Department of Transportation (TxDOT) Test Method TEX-114-E. Water contents shall be held to within -1% to +3% of optimum.

C. Structural fill shall be placed in 6 inch loose lifts to final subgrade elevation, watered as required and compacted to a minimum percent of the maximum dry density at a moisture content percentage of the optimum moisture content as specified by the Geotechnical Engineer.

D. Compaction and moisture content of subgrade and each lift of structural fill shall be inspected and approved by a qualified engineering technician, supervised by a Geotechnical Engineer.

E. Place a 4" minimum thickness capillary moisture barrier of free-draining, clean, crushed stone with sizes ranging mostly between 1/2" and 3/4" and no more than 5% passing the No. 200 sieve (durable, crushed stone aggregate, ASTM C-33 Size No. 5 or 67 gradation).

F. Beyond the limits of the exterior building structure, the select fill pad shall be capped with a site-generated clay cap 1'-0" minimum thickness, or by concrete paving or sidewalks. Extend clay cap the width of the select fill pad past the building perimeter in all directions. Clay cap shall be moisture conditioned and compacted to at least 95% of the maximum dry density as determined by test method TEX-114-E at a moisture content above optimum.

G. Provide a vapor retarder that conforms to ASTM E1745, Class A or better with a maximum water vapor permeance of 0.03 perms per ASTM E96. Vapor retarder shall be no less than 10 mils thick.

H. The above recommendations have been prepared in accordance with the referenced geotechnical report.

CONCRETE FOOTINGS

A. Concrete footing design is based on an allowable net bearing capacity of 2,500 psf in accordance with the referenced geotechnical report.

B. Bearing stratum shown on the footing details is 2'-6" of compacted SELECT FILL.

C. Footings not specifically located on the plan shall be located on centerline of pilaster or column above. Where no pilaster or column occurs, locate on centerline of wall or beam.

D. Provide dowels from footings into concrete above using same bar size and number as shown for pilaster or column above. Where no pilaster or column occurs, use # #7 dowels. Extend dowels 30 bar diameters into pier and wall, beam, pilaster or column, unless noted otherwise on the Structural Drawings.

E. Elevation of top of plinths/footings, unless noted otherwise on the Structural Drawings, is at the bottom of the deepest intersecting beam or wall supported by the footing.

F. Footing excavations shall be to neat lines and shall be free of loose or wet materials.

G. Footing reinforcing and concrete shall be placed immediately after excavations are complete; in no case shall a footing be excavated that cannot be placed by the end of the workday.

H. Reinforcing steel shop drawings shall include placing drawings for templates to set dowels in footings.

I. All footings shall be inspected by a representative of the Geotechnical Engineer in order to ensure that the proposed bearing material has been reached in accordance with the recommendations given in the referenced geotechnical report and that the footing has been constructed to specified size, with detailed reinforcing, and to specified tolerances.

DRILLED PIERS

A. Pier design is based on the following design criteria:
1. Allowable end bearing: 30 ksf

B. Pier design is in accordance with the recommendations in the referenced geotechnical report.

C. Bearing stratum shown on the pier details is Tan LIMESTONE.

D. Piers not specifically located on the plan shall be located on centerline of column above. Where no column occurs, locate on centerline of wall or beam.

E. Provide dowels from piers into concrete above using same bar size and number as shown for pilaster above. Where no pilaster occurs, use dowels of same size and number as pier reinforcing steel. Extend dowels 30 bar diameters into pier and beam, wall, pilaster or column, unless noted otherwise on the Structural Drawings.

F. Elevation of top of piers, unless noted otherwise on the Structural Drawings, is at the bottom of the deepest intersecting beam or wall supported by the pier.

G. Reinforcing cage shall be held securely away from earth at sides and bottom by sets of 3 spacers at a maximum spacing of 8 ft. along the length of the cage and 1'-0" from the bottom.

H. Pier reinforcing and concrete shall be placed immediately after drilling operations are complete; in no case shall a pier be drilled that cannot be placed by the end of the workday.

I. See plans for pier sizes, reinforcing and depth.

J. The contractor shall verify depths of piers before pier steel is cut. Pier steel may be delivered to the jobsite in standard lengths and cut as required. Provide 64 bar diameter laps in all vertical pier reinforcing.

K. Reinforcing steel shop drawings shall include placing drawings for templates to set dowels in piers.

L. Top of pier shall be of the specified diameter. Form top of pier if required to maintain the specified diameter. Any concrete extending beyond the specified diameter shall be removed.

M. Temporary steel casing may be required during pier drilling operations. Prior to the placement of concrete, any seepage water shall be removed from the pier holes. Special construction procedures in accordance with ACI 336.1 and ACI 336.3R and specifications shall be followed during extraction of the casing and during concrete placement.

N. Contractor shall include in bid documents, unit-costs for casing if required and unit-cost for greater and lesser depth of drilling for each pier size.

O. All piers shall be inspected by a representative of the Geotechnical Engineer in order to ensure that the proposed bearing material has been reached in accordance with the recommendations given in the geotechnical report.

P. The contractor shall make and maintain accurate records of the drilled pier depths, bearing stratum, depth of penetration into bearing stratum, diameter and location (including off center eccentricities), and shall submit this information to the Engineer.

CAST-IN-PLACE CONCRETE

A. CONCRETE MIX USAGE SCHEDULE:
All concrete shall conform to the requirements as specified in the table below, unless noted otherwise on the Structural Drawings:

Use	Strength psi	Agg. Type	Agg. Size	Slump Inches	Max w/c	Air Content
Drilled Piers	4000	NWT 3/4"		7-8	----	-----
Grade Beams, Slab-on-Grade, Footings	4000	NWT 1"		3-5	-----	-----
Topping Slab	4000	NWT 3/4"		3-5	-----	-----

1. "NWT" refers to normal concrete having air dry unit weight of approximately 145 PCF (ASTM C33 aggregate)
2. "Strength" is required compressive cylinder strength at an age of 28 days.

B. A maximum of 20% of the cementitious materials used in mix designs may be replaced with class C or F fly ash.

C. Fly ash shall not be used in architecturally exposed concrete.

D. Provide 5 percent plus or minus 1 1/2 percent of entrained air in concrete permanently exposed to the weather and elsewhere at the contractor's option.

E. Embedded conduits, pipes, and sleeves shall meet the requirements of ACI 318, Section 26.8, including the following:
1. Conduits and pipes embedded within a slab, wall, or beam (other than those passing through) shall not be larger in outside dimension than 1/3 the overall thickness of the slab, wall or beam in which they are embedded. Increase slab thickness as necessary to provide minimum one inch cover over conduit.
2. Conduits, pipes and sleeves shall not be spaced closer than three diameters or widths on center.

F. Concrete placements shall not exceed 10,000 square feet or 100 linear feet on each side without prior approval by the Architect for each placement.

G. Submittal: Submit proposed mix designs in accordance with ACI 301, chapter 4.2. Each proposed mix design shall be accompanied by a record of past performance based on at least 30 consecutive strength tests, or by three laboratory trial mixtures with confirmation tests.

H. Grade beams in contact with earth shall be formed both sides unless noted otherwise in details.

I. Concrete sampling for quality assurance: Concrete that is pumped shall be sampled at the point of discharge from the truck for information, including slump; and shall be sampled at the point of placement for acceptance of slump and air content.

CONCRETE SEALERS

A. Concrete sealer shall be a solvent-free concentrate of silane modified siloxane emulsion specifically formulated to seal cementitious surfaces.

B. All concrete surfaces shall be clean, dry and free of oil, grease, curing compound residues, and any other foreign matter that may prevent penetration of the sealer. Cleaning and preparation of the concrete surfaces shall be accomplished by high pressure waterblast or other approved mechanical means.

C. Mix and apply sealer in accordance with manufacturer's recommendations. Apply in two coats in a wet on wet fashion so as to completely saturate the surface. Minimum coverage rate shall be 125 square feet per gallon.

D. Concrete sealer shall be Sikagard 701W by Sika Corp. or accepted equivalent.

E. Submittals: Submit manufacturer's data sheets and application instructions for review.

CONCRETE REINFORCING

A. Concrete reinforcement for the project shall conform to the following:
1. All reinforcing steel shall be new billet steel in accordance ASTM A615, Grade 60, unless noted otherwise in the Structural Drawings or these notes.
2. Deformed Bar Anchors. ASTM A1064 minimum yield strength 70,000 psi as noted on the Structural Drawings. Reinforcing bars shall not be substituted for deformed bar anchors.

B. Detailing of reinforcing steel shall conform to the American Concrete Institute 315 Detailing Manual and all hooks and bends in reinforcing bars shall conform to ACI detailing standards, unless noted otherwise on the Structural Drawings.

F. In unscheduled grade beams, walls, and slabs, detail reinforcing as follows:
1. Class A lap beam top reinforcing bars at mid span.
2. Class A lap beam bottom reinforcing bars at the supports.
3. Provide Class B lap at other location pending Engineer's approval.
4. Provide standard hooks in top bars at cantilever and discontinuous ends of beams, walls and slabs.
5. Provide corner bars for all horizontal bars at the inside and outside faces of intersecting beams or walls. Corner bars are not required if horizontal bars are hooked.
6. Provide 2-#4 diagonal bars at all slab re-entrant corners placed under the top mat of steel.

G. Welding of reinforcing steel will not be permitted unless specifically shown on the Structural Drawings.

H. Heat shall not be used in the fabrication or installation of reinforcement.

I. Reinforcing steel clear cover shall be as follows:

1.	Drilled Piers	3"
2.	Earth-formed grade beams	1 1/2" top, 3" sides, 3" bottom
3.	Footings	3"
4.	Formed grade beams	1 1/2" top, 2" sides, 3" bottom
5.	Slab-on-grade	1 1/2" top, 3" bottom

K. Submittal: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Details and Detailing of Concrete Reinforcement". Do not reproduce the Structural Drawings for use as shop drawings.

STRUCTURAL MASONRY

A. Minimum compressive strength of the masonry (f'm) shall be as noted below.

B. Mortar shall conform to ASTM C270, Type S. Masonry cement shall not be used.

C. Concrete masonry units shall be hollow load bearing units which conform to ASTM C90, with a minimum net compressive strength as follows:

f'm (psi)	Net area Compressive Strength of CMU Block (psi)
2000	2000

D. Chases shall be built in and not cut in. Chases shall be plumb and shall be minimum one⁻ unit length from jambs of openings. Anchors, wall plugs, accessories and other items to be built in shall be installed as the masonry work progresses. All cutting and fitting of masonry, including that required to accommodate the work of other sections shall be done by masons with masonry saws.

E. Coarse grout shall conform to ASTM C476, with a maximum aggregate size of 1/2" and a minimum compressive strength equal to the specified minimum compressive strength, f'm, but not less than 2000 psi. Course grout shall be placed in accordance with ACI 530.01 Section 3.5.

F. Reinforce concrete masonry unit joints with ladder type hot dip galvanized cold-drawn steel conforming to ANSI/ASTM A82, with W1.7 side rods with W1.7 cross rods.
1. Space joint reinforcing at 16 inches o.c. unless noted otherwise.
2. Lap joint reinforcing 14 inches at splices.
3. Provide prefabricated joint reinforcing corner pieces at all wall corners and intersections.
4. Joint reinforcing shall be discontinuous at control and expansion joints.

G. Lap reinforcing bars in grouted masonry as noted below. Splices in reinforcing shall be staggered so that not more than 1/2 of all bars are spliced at the same location.

1.	Vertical bars:	
	#4, #5 rebar	60 bar diameters
	#6 rebar	70 bar diameters
	#7 or larger rebar	Mechanical splices only
2.	Bond beams:	40 bar diameters
3.	Lintels:	Do not splice

H. Z-ties shall be provided in all masonry surfaces used as a form for grout at 16 inches on center each way in vertical masonry surfaces and at 8 inches on center each way in horizontal masonry surfaces. The leg embedded in the masonry joint shall have its hook placed 3/4 inch from the outside face of the masonry.

I. Z-ties shall be manufactured from 3/16 inch diameter cold drawn wire. Ties shall be hot dip galvanized, 6 inches long with a 2 inches hook at each end, unless noted otherwise on the Structural Drawings.

J. Provide 1 inch clear cover between ties or longitudinal reinforcing and the inside face of masonry used as forms in grouted beams, pilasters and columns.

DESIGN BY OTHERS

A. In accordance with the Specifications the items listed below are not included in the Contract Documents. Design of these elements shall be the responsibility of the Contractor, and shall be designed and sealed by a registered professional engineer licensed in the state having jurisdiction at the project site.
1. Metal Stairs
2. Metal Ladders
3. Guardrail and Handrail Systems
4. Cold Formed Metal Framing
5. Pre-Engineered Metal Buildings
6. Open Web Steel Joists
7. Embedded assemblies and inserts, clamps, hangers, trapezes, unistrut, etc. for the support of MEP systems.
8. Embedded assemblies, inserts, and/or hangers for fire suppression systems.
9. Excavation Support and Protection

B. Design of the items listed above shall be in accordance with the General Building Code, and shall include all attachments to the structure.

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STATE OF TEXAS
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PROFESSIONAL ENGINEER

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
2423
DATE ISSUED
07/29/2024
SHEET TITLE
GENERAL STRUCTURAL NOTES

SHEET NUMBER
S001

KSS ENGINEERS
280 WESTBURY LN
GEORGETOWN, TX 78633
512-401-3100
F-20710

POST-INSTALLED ANCHORS AND DOWELS

A. Expansion Anchors:
1. In Concrete: Expansion Anchors shall have been tested and qualified in accordance with ACI 355.2 and ICC-ES AC 193. Qualifying anchors shall be one of the following:
   a. Kwik Bolt TZ2 (ICC-ES ESR-4266), Hilti Inc.
   b. Strong Bolt 2 (ICC-ES ESR-3037), Simpson Strong-Tie Co., Inc.
2. In Grouted Masonry: Installation permitted in the face of wall only unless noted otherwise on the Structural Drawings. Installation shall not be allowed within 1 1/2 inches of a head (vertical) mortar joint. Expansion Anchors shall have been tested and qualified in accordance with ICC-ES AC 01. Qualifying anchors shall be one of the following products:
   a. Kwik Bolt 3 (ICC-ES ESR-1385), Hilti Inc.
   c. Strong-Bolt 2 (IAPMO-ES ER-240), Simpson Strong-Tie Co., Inc.

B. Screw Anchors:
1. In Concrete: Screw Anchors shall have been tested and qualified in accordance with ACI 355.2 and ICC-ES AC 193. Qualifying anchors shall be one of the following:
   a. Kwik HUS-EZ (ICC-ES ESR-3027), Hilti Inc.
   b. Titen HD (ICC-ES ESR-2713), Simpson Strong-Tie Co., Inc.
2. In Grouted Masonry: (Installation permitted in both the top and face of wall) Screw Anchors shall have been tested and qualified in accordance with ICC-ES AC 106. Qualifying anchors shall be one of the following products:
   a. Titen HD (ICC-ES ESR-1056), Simpson Strong-Tie Co., Inc.
   b. Kwik HUS-EZ (ICC-ES ESR-3056), Hilti Inc.

C. Adhesive Anchors with Threaded Rod:
1. In Concrete: Adhesive Anchors shall have been tested and qualified in accordance with ACI 355.4 and ICC-ES AC 308. Qualifying anchors shall be one of the following products:
   a. Epoxy: HIT-RE 500V3 SAFE SET (ICC-ES ESR-3814), Hilti Inc.
   b. Epoxy: SET-3G (ICC-ES ESR-4057), Simpson Strong-Tie Co., Inc.
   c. Acrylic: HIT-HY 200 V3 SAFE-SET (ICC-ES ESR-4868), Hilti Inc.
   d. Acrylic: AT-3G (ICC-ES ESR-5026), Simpson Strong-Tie Co., Inc.
2. In Grouted Concrete Masonry: (Installation permitted in both the top and face of wall) Adhesive Anchors shall have been tested and qualified in accordance with ICC-ES AC 58. Qualifying anchors shall be one of the following:
   a. Acrylic: HIT-HY 200 V3 (ICC-ES ESR-4878), Hilti Inc.
   b. Epoxy: SET-3G (ICC-ES ESR-4844), Simpson Strong-Tie Co., Inc.
3. In Ungrouted Concrete Masonry:
   a. Epoxy: SET-3G (ICC-ES ESR-4057), Simpson Strong-Tie Co., Inc.
   b. Acrylic: HIT HY-270 (ICC-ES ESR-4144), Hilti, Inc.
4. Threaded anchor rod shall be one of the following:
   a. Dry Interior Use: Steel meeting the requirements of ASTM F1554, grade 36.
   b. Exterior Use: Steel meeting the requirements of ASTM F1554, grade 36, hot dip galvanized.
   c. Anchor rod shall have a chamfered end on one end to accept a nut and washer; it may have a 45-degree chisel point on the other end.
   d. Nuts and washers shall have a proof load strength at least as strong as anchor rod. Stainless steel nuts and washers shall be provided with stainless steel rods.

D. Adhesive Rebar Dowelling
1. Adhesive dowels are not permitted to be substituted for cast-in dowels unless authorized in advance by KSS Engineers for each specific location.
2. Adhesive doweling systems in concrete shall have been tested and qualified in accordance with ACI 355.4 and ICC-ES AC 308. Qualifying anchors shall be one of the following products:
   a. Epoxy: HIT-RE 500V3 SAFE SET (ICC-ES ESR-3814), Hilti Inc.
   b. Epoxy: SET-3G (ICC-ES ESR-4057), Simpson Strong-Tie Co., Inc.
   c. Acrylic: HIT-HY 200 V3 SAFE-SET (ICC-ES ESR-4868), Hilti Inc.

E. Anchor and Dowel Installation
1. Anchors and dowels of the size and embedment shown on the Drawings shall be installed in accordance with the Contract Documents, the manufacturer's recommendations, and the manufacturer's current evaluation (ICC-ES or IAPMO-ES) report for the anchor. If conflicts exist between these referenced documents, the most stringent requirements shall govern.
2. The Contractor shall locate all existing reinforcing steel and other embedded items contained in the concrete using non-destructive methods and shall position anchor locations to avoid conflicts with existing embedded items. Anchor or dowel locations can be adjusted by a maximum of 1 1/2" from detailed locations to avoid conflicts, but shall neither change arrangement nor move closer to a concrete edge.
3. Based on field verified locations of reinforcing steel and embedded items, the Contractor shall create templates for each anchor group. Submit template dimensions for review prior to fabrication of connection plates.
4. Holes for anchors and dowels shall be drilled in a continuous operation using the drill-bit type and size recommended by the anchor manufacturer. Holes shall be drilled perpendicular to the concrete surface and shall not be enlarged or redirected at any point along its length. Holes shall be drilled using a hammer drill, coring shall not be allowed, unless noted otherwise.
5. Oil free compressed air shall be used to blow out the holes; shop vacs, squeeze bulbs, etc. shall not be used. Refer to manufacturer's information for detailed cleaning instructions.
   a. Hilti Safe-Set system may be used to eliminate hole cleaning with adhesive anchors.
6. All abandoned holes shall be filled with non-metallic nonshrink grout capable of reaching a design compressive strength of 5,000 psi at 28 days.
7. Holes in connection plates shall be no more than 1/16" larger than the anchor diameter. If larger holes are required for erection purposes, Contractor shall notify Engineer such that a plate washer size can be provided.
8. Anchors may be installed in concrete obtaining a minimum compressive strength of 2500 psi at 21 days.
9. Adhesive anchors and dowels: Concrete and masonry substrates shall have the following minimum and maximum temperatures at the time of adhesive anchor and dowel installation:

	Minimum (°F)	Maximum (°F)
Hilti HIT RE-500V3	None specified	
Simpson SET-3G	45	90
Hilti HY-270	41	104
Hilti HY-200 V3	14	104

F. The following parameters were used in the determination of the adhesive bond stress for adhesive anchors:
1. Concrete temperature range:
   a. Epoxy: HIT-RE 500V3 SAFE SET (ICC-ES ESR-3814): Temperature range "A" (Max short term temp = 110° F, max long term temp = 80° F)
   b. Epoxy: SET-3G (ICC-ES ESR-4057): Temperature Range A (Max. Short term temp. = 160° F, max. long term temp. = 110° F)
   c. Acrylic: HIT-HY200 V3 SAFE SET (ICC-ES ESR-3187): Temperature range "A" (Max short term temp = 104° F, max long term temp = 75° F)
2. Drilled hole condition: Dry

G. For adhesive anchors installed in a horizontal orientation subject to sustained tension loading and all upwardly inclined (including soffit installations) orientation:
1. Per ACI 318-14 (17.8.2.2): Installation shall be performed by personnel certified by ACI/CRSI "Adhesive Anchor Installer Certification Program." Certification shall include written and performance tests.

STRUCTURAL STEEL

A. Material
1. All hot rolled steel members shall be new and conform to ASTM specification A6.
2. ASTM Specification and Grade - clearly mark the grade on each member.
3. Unless Noted otherwise on the Structural Drawings, structural steel members shall be:
   a. W-shapes shall conform to ASTM A992.
   b. Channels shall conform to ASTM A36.
   c. Angles shall conform to ASTM A36.
   d. Steel pipe shall conform to ASTM A53, Type E or S, Grade B.
   e. Round hollow structural shape members shall conform to ASTM A500, Grade B Fy = 42 ksi.
   f. Square or rectangular hollow structural shape members shall conform to ASTM A500 Grade B, Fy = 46 ksi.
   g. Structural steel plate shall conform to ASTM A36.
   h. Any other steel shall conform to ASTM A36.

B. Fabrication
1. Splicing of structural steel members is prohibited without prior approval of the Engineer as to location and type of splice to be made. Any member having splice not shown and detailed on shop drawings will be rejected.
2. Dimensional tolerances of fabricated structural steel shall conform to Section 6.4 of the AISC Code of Standard Practice unless noted otherwise on the Structural Drawings.
3. Shop painting: Paint structural steel with one coat of manufacturer's standard red oxide primer applied at a rate to provide a uniform dry film thickness of 2.5 mils.

C. Erection
1. Erection tolerances of anchor bolts, embedded items, and all structural steel unless specified otherwise on the Structural Drawings shall conform to the AISC Code of Standard Practice.
2. Field cutting of structural steel or any field modifications to structural steel shall not be made without prior approval of the Engineer.
3. Contractor shall protect any unprimed structural steel from detrimental effects of corrosion, as required, until the steel is enclosed and protected by the new construction.
4. Hot dip galvanize after fabrication all structural steel items and connections permanently exposed to the weather, whether specified on the Structural Drawings or not. Such items include, but are not limited to:
   a. Shelf angles
   b. All embedded plates in concrete
   c. Building cladding support steel in space not air conditioned and/or exposed to moisture outside the exterior waterproofing surface if any.
   d. Railing exposed to weather.
   e. Examine the Architectural and Structural Drawings for other items required to be hot dipped galvanized. Galvanize all nuts, bolts, and washers used in connection with such steel. Field welded connections shall have welds protected with "Z.R.C. Cold Galvanizing Compound" as manufactured by Z.R.C. Company.

D. Contractor shall coordinate structural steel fireproofing requirements. All interior structural steel, including steel joists, scheduled or indicated to receive spray applied fireproofing shall be delivered to the project site unprimed. Steel exposed to corrosive conditions after installation shall be primed with a protective coating which does not diminish the bond between the spray applied fireproofing, and the steel substrate. Any primer, and/or coating applied to structural steel shall be approved for use in the applicable U.L. Fire Resistance Assembly used on the project.

E. Submittal: Provide drawings showing details for fabrication and shop assembly of members, erection plans and details. Include details of connections, camber, weld profiles and sizes and spacing. Shop and erection drawings shall not be made using reproductions of the Structural Drawings.

STRUCTURAL STEEL CONNECTIONS

A. Welded Connections
1. All welding shall conform to ANSI/AWS D1.1, latest edition.
2. Fillet welds with no size specified shall be 3/16 inch or minimum size required by AISC, whichever is larger.

B. Bolted Connections
1. Unless noted otherwise on the Structural Drawings, bolts shall be 3/4 inch diameter and conform to ASTM F3125, grade A325, type 1. Bolts shall be designed using values for bearing type bolts with thread allowed in the shear plane.
2. Bolts shall be tightened to "snug tight" as defined by AISC, unless noted otherwise on the Structural Drawings.
3. Refer to "Structural Steel Slip-Critical Bolted Connections" structural notes at slip-critical bolted connections.

C. Structural steel connections not specifically detailed on the Structural Drawings shall be designed and detailed by the Contractor under the direct supervision of a professional engineer licensed in the state having jurisdiction at the project site. Sealed calculations for all connections designed by the Contractor shall be submitted for the Architect's files.

D. Beam connections shall be designed and detailed as follows, unless noted otherwise on the Structural Drawings:
1. Connections shall be AISC type 2 simple framing connections. Shear tab connections shall not be used unless specifically detailed on the Structural Drawings, or connections are designed and detailed by the fabricator's registered professional engineer licensed in the State of Texas and sealed calculations are submitted.
2. In general, shop connections shall be bolted or welded and field connections shall be bolted.
3. Where indicated, connections shall be designed for the scheduled shear force. The shear force is indicated on the Structural Drawings as "R = ", and the horizontal force indicated as "H = ".
4. If not indicated on the Structural Drawings, connections shall be designed for 55 percent of the total load capacity for the beam span shown in the beam tables in the AISC Manual referenced in the "Codes & Referenced Reports" notes.
5. Short slotted holes shall be permitted provided washers are installed in accordance with AISC requirements. Washers shall be hardened where A325 bolts are utilized.

E. All beam shears, reactions, member forces, moments, etc. shown on the Structural Drawings are unfactored loads conforming to the requirements of AISC Allowable Stress Design (ASD).

F. Roof edge angles shall be continuous and shall be spliced only at supports. Splices shall be butt welded to develop full capacity of the member.

G. Base Plates
1. Column base plates shall be set to the elevation indicated on the Structural Drawings and leveled using shims or by double nuts on anchor bolts. Base plates shall then be grouted with a non-shrink, high strength nonmetallic grout. Tighten anchor bolts after supported members have been positioned and plumbed.
2. Hole sizes in base plates shall be oversized with fabricated plate washers per AISC Table 14-2.

H. Anchor rods shall be:
1. Typical: ASTM F1554 Gr. 36, Weldable.

I. For connections not specifically addressed by these notes or the Structural Drawings, provide fillet welds at all contact surfaces sufficient to develop the tensile strength of the smaller member at the joint.

PRE-ENGINEERED METAL BUILDINGS

A. All structural steel used for Pre-Engineered Building Components shall be designed, fabricated, and erected in conformance with the latest standards of the AISC. The design and fabrication of cold-formed steel members shall comply with the AISI, latest edition.

B. The design for all Pre-Engineered Building members and components (including anchor bolt sizes, lengths and embedment) shall be the responsibility of the Pre-Engineered Building manufacturer. The design shall be carried out under the direction of a registered professional engineer licensed in the state having jurisdiction at the project site.

C. The design of all Pre-Engineered Building Components shall be based on the all dead, live, wind, seismic and collateral loads indicated in the "Design Loads" section of the Structural Notes. Colateral loads do not include individual mechanical units. Load combinations shall comply with the building code. Deflections of the Pre-Engineered Building Structure under loading shall not exceed the following:

1.	End Wall Column supporting the following (Wind): formed metal siding	L/240 Lateral
2.	End Wall Rafter supporting the following: formed metal roofing and no roof covering and not supporting ceiling (Live)	L/150 Vertical
	nonplaster ceiling (Live or Wind)	L/240 Vertical
	glass skylights (Live)	3/4" max
4.	Wall Girt supporting the following (Wind): formed metal siding	L/90 Lateral
	flexible finishes	L/120 Lateral
	flexible finishes and glass	L/180 Lateral
5.	Roof Purlin supporting the following: formed metal roofing and no roof covering and not supporting ceiling (Live)	L/150 Vertical
	nonplaster ceiling (Live or Wind)	L/240 Vertical
	glass skylights (Live)	3/4" max
6.	Wall Panel siding made of formed metal sheets	L/60
7.	Roof Panel supporting no roof covering	L/60
8.	Rigid Frame Drift supporting the following (Wind): metal panel	L/120
9.	Rigid Frame supporting the following: formed metal roofing and no roof covering and not supporting ceiling (Live)	L/150 Vertical
	nonplaster ceiling (Live or Wind)	L/240 Vertical
	glass skylights (Live)	3/4" max
10.	Wind Bent Drift supporting the following: metal panel	L/120

D. Bases of columns shall be designed as pinned supports.

E. All building components shall be compatible with the Contract Documents. Any requests for modifications shall be submitted to the Architect during the bidding process.

F. Field welded connections for cold-formed steel members shall not be permitted without specific written approval of the Architect.

G. Lateral stability of the building frame shall be provided in the structural framing. Walls and other building components shall not be used to resist lateral loads unless noted otherwise on the Structural Drawings.

H. Shop drawings shall be prepared for all structural items and submitted for record only. Structural Drawings shall not be reproduced and used as shop drawings. Any items deviating from the Contract Documents or from previously submitted shop drawings shall be so noted. Shop drawings shall be sealed and signed by a registered professional engineer licensed in the state having jurisdiction at the project site.

I. Metal building shall be designed and constructed to support all mechanical equipment. Girts and purlins shall be provided as required by design.

OPEN WEB JOISTS

A. Open web steel joists shall conform to the Standard Specifications of the Steel Joist Institute (SJI). Chords of joists shall be angles or tees.

B. Provide bridging in accordance with SJI Specifications and OSHA Standard 29 CFR-1926.757(C). Bridging shall be continuous through structural steel members, and shall be anchored to spandrel members or walls. Provide additional bridging where required for uplift.

C. Design joists for dead loads, live loads, snow loads, and wind pressures indicated in the Design Loads section of the Structural Notes. Joists shall be designed for additional loads indicated on roof loading plans, roof framing plans, and sections/details, as applicable.

D. Joist manufacturer shall design chords of joists to support a nominal concentrically-applied load of 100 pounds between all panel points without requiring additional reinforcing. This additional load has been accounted for in the overall design loads and is not additive to those specified.

E. All hangers or attachments to joists shall be placed concentric with the top and bottom chord(s). Hangers with reactions in excess of 100 pounds must be located at the panel points of the joist, or the chord(s) shall be reinforced in accordance with the "Typical Details."

F. Provide flat bearing for all joists. Bear joists on supports in accordance with SJI Specifications.

G. Joists shall be connected to their supports in accordance with SJI Specifications and as indicated by the joist manufacturer.

H. Shop painting: Joists shall receive a shop-coat of the joist manufacturer's standard rust inhibitive primer conforming to the Steel Structures Painting Council Specification, SSPC No. 15, or better.

I. Submittals: Submit shop drawings including setting plans and shop tickets indicating standard designations, bridging, camber, material strengths, spacing, joist seat extensions and connection details. Submit calculations for all joists for which standard load tables are not applicable. Calculations must be submitted prior to or with shop drawings. Calculations shall be signed and sealed by a registered professional engineer licensed in the state having jurisdiction at the project site. Calculations will be retained for the Architects file and shall not be approved or returned.

METAL DECKS

A. Metal Roof Deck
1. Metal Roof Deck Schedule:

Location	Gauge	SDI Deck Type	Deck Depth (in)	Sheet Width (in)	Min. Ix (in4)	Min. Sp (in3)	Min. Sn (in3)
Typ. UNO	20	WR	1.5	36	0.212	0.234	0.245

Sp = positive section modulus in3
Sn = negative section modulus in3
I = moment of inertia in4

2. Roof deck shall be galvanized.
3. Sheet steel for galvanized roof deck and accessories shall conform to ASTM A653, Structural Quality, with a minimum yield strength of 33 ksi. Galvanizing shall conform to ASTM A653 with a minimum coating of G60 as defined in A653.
4. Sheet steel for prime painted roof deck and accessories shall conform to ASTM A1008 with a minimum yield strength of 33 ksi.
5. Roof deck shall be continuous over four or more supports.
6. Place deck panels on structural supports and adjust to final position with ends lapped 2 inches over structural supports. Provide minimum end bearing of 2 inches.
7. Roof deck connections shall be as follows:

Location	Support Connx Pattern	Support Fastener	Sidelap Fastener/ No per span
Typical Building			
Interior Field	36/4	5/8 ASW	#10 Tek/ 3
Perimeter Band	36/7	5/8 ASW	#10 Tek/ 5
Ridge Band	36/7	5/8 ASW	#10 Tek/ 5
Corner Zones	36/7	5/8 ASW	#10 Tek/ 5

See Design Wind Load information or plans for "a" dimension and Interior Fields, Perimeter Band, Ridge Band, and Corner Zones wind loads.
ASW = Arc Spot Weld

10. Arc Spot Welds shall be 5/8" minimum diameter and shall be made through weld washers for decking lighter than 22 gauge.
11. Weld electrodes shall be: E60XX for deck thickness of 22 gage or greater and E70XX for deck thickness less than 22 gage.
12. Mechanical, electrical and plumbing systems shall not be supported by the metal roof deck.
13. Submittal: Submit deck layout plans and details indicating deck type, fastening methods and layout, support locations, projections, openings and reinforcement, and any other pertinent details and accessories.

LIGHT GAUGE STRUCTURAL STEEL MEMBERS

A. The design, installation, and construction of cold-formed structural steel shall be in accordance with the American Iron and Steel Institute (AISI-General, AISI-NAS, AISI-Header, AISI-WSD, and AISI-Lateral)

B. Unless noted otherwise on the Structural Drawings, all cold-formed structural steel shall be manufactured from zinc coated (hot dip process minimum G60) sheet conforming to current ASTM A653 with minimum yield strength of 33 ksi for 18 gauge and lighter and 50 ksi for 16 gauge and heavier.

C. The design of all cold-formed structural steel members shall be based on the dead, live, wind, seismic and collateral loads indicated in the "Design Loads" section of the Structural Notes. Colateral loads do not include individual mechanical units. Load combinations shall comply with the building code. Deflections of the cold-formed steel members under loading shall not exceed the following:

1.	Roof Members with: Drop-in Ceiling or No Ceiling	L/240 Vertical
	Plaster or Gypsum Board Ceiling	L/360 Vertical
2.	Exterior Walls and Interior Partitions behind: Other Brittle Finishes	L/360 Lateral
	Flexible Finishes	L/240 Lateral
	Masonry Veneer	L/600 Lateral

D. All cold-formed structural steel studs and jambs shall be full height without an intermediate plate line or splice unless detailed otherwise on the Structural Drawings.

E. All connections in between cold-formed structural steel and connections to foundation, unless noted otherwise on the Structural Drawings, are not the responsibility of the Engineer, and shall be designed by a registered professional engineer licensed in the state having jurisdiction at the project site.

F. Contractor shall submit shop drawings and calculations for review and approval prior to fabrication or construction. Shop drawings and calculations shall be signed and sealed by a registered professional engineer licensed in the state having jurisdiction at the project site to include the following:
1. Design of permanent wall horizontal bridging and joist blocking, including member sizes and connections.
2. C.F.S. wall studs, headers, beams, and their connections.
3. Properties of connection components, such as clips, straps, and screws.
4. Forces in connections and design of connections.
5. Erection plan identifying all temporary bracing required for wall studs.

G. Roof Decking: 3/8" Performance Category, APA rated Sheathing, span rated 24/0. Exposure 1, nominal 4'-0" x 8'-0" (either tongue and groove or square edge). Panels shall be continuous over two or more spans with the long dimension oriented perpendicular to the framing members. Connections to joists shall be #8 wafer head screws at 8" o.c. at all supported edges, and at 12" o.c. at all intermediate supports. Screws shall be 3/8" from the edge of sheathing. Provide 1/8" gap at panel edges and stagger joints in sheathing.

JOINT SEALANT

A. Joint sealant shall be a 2-component, premium-grade, polyurethane-based, elastomeric sealant with a chemical cure. Sealant shall have a self-leveling consistency in horizontal applications, and a non-sag consistency in vertical applications.

B. All joint surfaces shall be clean, sound and frost-free. Joint walls shall be free of oil, grease, curing compound residues, and any other foreign matter that may prevent bond. Cleaning and preparation of joint surfaces shall be accomplished by mechanical means.

C. Bond breaker tape, closed-cell backer rod or other approved method shall be used in bottom of joint to control depth and to prevent bond to bottom of joint.

D. Thoroughly mix A, B and color pack components in accordance with manufacturer's instructions to achieve a uniform color and consistency.

E. Pour or extrude sealant in one direction and allow to flow and level as necessary. Place nozzle of gun into bottom of joint and fill entire joint. Keep the nozzle deep in the sealant and continue with steady flow of sealant preceding nozzle to avoid air entrapment. Do not overlap sealant. Tool joint surface as required.

F. Self-leveling joint sealant shall be Sikaflex -2c SL by Sika Corp. or accepted equivalent.

G. Non-sag joint sealant shall be Sikaflex -2c NS by Sika Corp. or accepted equivalent.

H. Submittals: Submit manufacturer's data sheets and application instructions for review.

EXPANSION JOINT SEALS

A. Expansion joint seals shall be a preformed expanding foam sealant produced by impregnating permanently elastic, high density, open-cell, polyurethane foam with water-based, polymer-modified asphalt. Material shall be precompressed to 20% of the material's original uncompressed dimension.

B. All joint surfaces shall be free from gross irregularities, loose particles, foreign matter such as dirt, dust, ice, snow, or water, coatings such as oil, grease, or curing compound residues, and any other foreign matter that may prevent bond. Cleaning and preparation of joint surfaces shall be accomplished by mechanical means.

C. Mix and apply epoxy primer to the joint surfaces and install expansion joint seals per manufacturer's instructions.

D. Join consecutive lengths of material with a 45 degree miter.

E. Manufacturer's representative shall review joint after surface preparation and prior to seal installation, and shall observe initial installation of seal to confirm contractor is complying with manufacturer's instructions.

F. Expansion joint seals shall be 20H System by Emseal Joint Systems, Ltd. or accepted equal.

G. Submittals: Submit manufacturer's data sheets and installation instructions for review.

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PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
2423
DATE ISSUED
07/29/2024
SHEET TITLE
GENERAL STRUCTURAL NOTES

SHEET NUMBER
S002

SPECIAL INSPECTIONS

1. Special Inspections shall be performed in accordance with Chapter 17 of the International Building Code (IBC) by a Special Inspector hired by the Owner to perform the Special Inspections listed below. The Special Inspector shall be qualified by an approved agency according to the City's building official to perform the special inspections for which they will be undertaking. The Contractor shall coordinate with and notify the Special Inspector of all tests. The Special Inspector shall be responsible to verify that the items detailed in the Construction Documents were built accordingly and shall prepare, sign, and furnish inspection reports to the building official and the Architect for all time spent at the site. The Inspector shall bring discrepancies to the immediate attention of the General Contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the building official and to the Architect prior to the completion of that phase of the work. These special inspections are in addition to the other inspections listed in these Structural Notes or Project Specifications.

2. Where structural load-bearing members and assemblies are shop fabricated, the Special Inspector shall verify that the fabricator maintains detailed fabrication and quality control procedures that provide a basis for inspection control of the workmanship and the fabricator's ability to conform to the Construction Documents and Referenced Standards, unless the fabricator is registered and approved to perform such work without special inspection.

VERIFICATION AND INSPECTION TASKS FOR WELDING OF STRUCTURAL STEEL[1] (AISC 360-10 Table N5.4)

SPECIAL INSPECTION REQUIRED	VERIFICATION AND INSPECTION	INSPECTION FREQUENCY		REFERENCED STANDARD	IBC REFERENCE
		CONTINUOUS	PERIODIC		
	1. Inspection tasks prior to welding:				
YES	a. Welding procedure specifications (WPSs) available	X	–	AISC 360-10 N5.4-1; AWS D1.1	1705.2.1
YES	b. Manufacturer certifications for welding consumables available	X	–		
YES	c. Material identification (type/grade) [2]	–	X		
YES	d. Welder identification system [2]	–	X		
YES	e. Fit-up of groove welds (including joint geometry) [2] 1) Joint preparation 2) Dimensions (alignment, root opening, root face, bevel) 3) Cleanliness (condition of steel surfaces) 4) Tacking (tack weld quality and location) 5) Backing type and fit (if applicable)	–	X		
YES	f. Configuration and finish of access holes. 2	–	X		
YES	g. Fit-up of fillet welds [2] 1) Dimensions (alignment, gaps at root) 2) Cleanliness (condition of steel surfaces) 3) Tacking (tack weld quality and location)	–	X		
YES	h. Check welding equipment	–	X		
	2. Inspection tasks during welding:				
YES	a. Use of qualified welders	–	X	AISC 360-10 N5.4-2; AWS D1.1	1705.2.1
YES	b. Control and handling of welding consumables [2] 1) Packaging 2) Exposure control	–	X		
YES	c. No welding over cracked tack welds 2	–	X		
YES	d. Environmental conditions [2] 1) Wind speed within limits 2) Precipitation and temperature	–	X		
YES	e. WPS followed [2] 1) Settings on weld equipment 2) Travel speed 3) Selected welding materials 4) Shielding gas type/flow rate 5) Preheat applied 6) Interpass temperature maintained (min./max.) 7) Proper position (F, V, H, OH)	–	X		
YES	f. Welding techniques [2] 1) Interpass and final cleaning 2) Each pass within profile limitations 3) Each pass meets quality requirements	–	X		
	3. Inspection tasks after welding:				
YES	a. Welds cleaned	–	X	AISC 360-10 N5.4-2; AWS D1.1	1705.2.1
YES	b. Size, length and location of welds	X	–		
YES	c. Welds meet visual acceptance criteria 1) Crack prohibition 2) Weld/base-metal fusion 3) Crater cross section 4) Weld profiles 5) Weld size 6) Undercut 7) Porosity	X	–		
YES	d. Arc strikes [3]	X	–		
YES	e. k-area	X	–		
YES	f. Backing removed and weld tabs removed (if required)	X	–		
YES	g. Repair activities	X	–		
YES	h. Document acceptance or rejection of welded joint or member	X	–		

1. Inspection tasks noted in this table are the responsibility of the Special Inspector or Quality Assurance Inspector (QAI). The fabricator and erector are responsible for all inspection tasks indicated in AISC 360-10 Section N5 and assigned to the Quality Control Inspector (QCI)

2. Inspection tasks may be coordinated with the fabricator or erector's Quality Control Inspector (QCI) where indicated with this footnote. All other tasks shall be performed by the Special Inspector.

3. When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 in. (75 mm) of the weld.

VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION OTHER THAN STRUCTURAL STEEL (IBC 1705.2.2)

SPECIAL INSPECTION REQUIRED	VERIFICATION AND INSPECTION	INSPECTION FREQUENCY		REFERENCED STANDARD	IBC REFERENCE
		CONTINUOUS	PERIODIC		
	1. Cold-formed steel deck:				
YES	a. Floor and roof deck welds	–	X	SDI QA/QC	1705.2.2

REQUIRED SPECIAL INSPECTION OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS (IBC TABLE 1705.2.3)

SPECIAL INSPECTION REQUIRED	VERIFICATION AND INSPECTION	INSPECTION FREQUENCY		REFERENCED STANDARD	IBC REFERENCE
		CONTINUOUS	PERIODIC		
	1. Installation of open-web steel joists and joist girders.				
YES	a. End connections - welding or bolted.	–	X	SJI Specs per IBC 2207,1	1705.2.3
YES	b. Bridging - horizontal or diagonal	–			
	1. Standard bridging	–	X	SJI Specs per IBC 2207,1	1705.2.3
	2. Bridging that differs from the SJI specifications listed in IBC Section 2207,1	–	X		1705.2.3

LEVEL A REQUIRED VERIFICATION AND INSPECTION OF MASONRY CONSTRUCTION (ACI 530 Table 3.1.1)

MINIMUM VERIFICATION
Prior to construction, verify certificates of compliance used in masonry construction.
INSPECTION TASK
Verify compliance with the approved submittals

VERIFICATION AND INSPECTION TASKS FOR BOLTING STRUCTURAL STEEL[1] (AISC 360-10 Tables N5.6)

SPECIAL INSPECTION REQUIRED	VERIFICATION AND INSPECTION	INSPECTION FREQUENCY		REFERENCED STANDARD	IBC REFERENCE
		CONTINUOUS	PERIODIC		
	1. Inspection tasks prior to bolting:				
YES	a. Manufacturer's certifications available for fastener materials	X	–	AISC 360-10 N5.6-1	1705.2.1
YES	b. Fasteners marked in accordance with ASTM requirements	–	X		
YES	c. Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to be excluded from shear plane) [2]	–	X		
YES	d. Proper bolting procedure selected for joint detail 2	–	X		
YES	e. Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements	–	X		
YES	f. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used	–	X		
YES	g. Proper storage provided for bolts, nuts, washers and other fastener components	–	X		
	2. Inspection tasks during bolting:				
YES	a. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required [2]	–	X	AISC 360-10 N5.6-2	1705.2.1
YES	b. Joint brought to the snug-tight condition prior to the pretensioning operation [2]	–	X		
YES	c. Fastener component not turned by the wrench prevented from rotating.[2]	–	X		
YES	d. Fasteners are pretensioned in accordance with the RCSC Specification, progressing systematically from the most rigid point toward the free edges	–	X		
	3. Inspection tasks after bolting:				
YES	a. Document acceptance or rejection of bolted connections	X	–	AISC 360-10 N5.6-3	1705.2.1

1. Inspection tasks noted in this table are the responsibility of the Special Inspector or Quality Assurance Inspector (QAI). The fabricator and erector are responsible for all inspection tasks indicated in AISC 360-10 Section N5 and assigned to the Quality Control Inspector (QCI)

2. Inspection tasks may be coordinated with the fabricator or erector's Quality Control Inspector (QCI) where indicated with this footnote. All other tasks shall be performed by the Special Inspector.

VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION (IBC TABLE 1705.3)

SPECIAL INSPECTION REQUIRED	VERIFICATION AND INSPECTION	INSPECTION FREQUENCY		REFERENCED STANDARD	IBC REFERENCE
		CONTINUOUS	PERIODIC		
YES	1. Inspection of reinforcing steel, including prestressing tendons, and placement.	–	X	ACI 318 Ch. 20, 25.2, 25.3, 26.5.1-26.5.3	1908.4
	2. Reinforcing bar welding:				
YES	a. Verify weldability of reinforcing bars other than ASTM A706	–	X	AWS D1.4 ACI 318: 26.5.4	–
YES	b. Inspect single-pass fillet welds, maximum 5/16"	–	X		
YES	c. Inspect all other welds.	X	–		
YES	3. Inspection of anchors cast in concrete.	–	X	ACI 318: 17.8.2	–
	4. Inspection of post-installed anchors in hardened concrete.				
YES	a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	X	–	ACI 318: 17.8.2.4	–
YES	b. Mechanical anchors and adhesive anchors not defined in 4.a.	–	X	ACI 318: 17.8.2	
YES	Special Inspector must be certified by ACI/CRSI "Adhesive Anchor Installer". A report must be submitted to the licensed design professional and building official documenting, stating how each anchor was installed, including the Manufacturer's Printed Installation Instructions per ACI 318	–	–	ACI 318: 17.8.2.2 17.8.2.4	
YES	5. Verify use of required design mix.	–	X	ACI 318: Ch. 19 26.4.3, 26.4.4	1904.1, 1904.2, 1908.2, 1908.3
YES	6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	X	–	ASTM C172 ASTM C31 ACI 318: 26.4.5, 26.12	1908.10
YES	7. Inspect concrete and shotcrete placement for proper application techniques.	X	–	ACI 318: 26.4.5	1908.6, 1908.7, 1908.8
YES	8. Verify maintenance of specified curing temperature and techniques.	–	X	ACI 318: 26.4.7-26.4.9	1908.9
	9. Inspection of prestressed concrete:				
YES	a. Application of prestressing forces	X	–	ACI 318: 26.9.2.1	–
YES	b. Grouting of bonded prestressing tendons	X	–	ACI 318: 26.9.2.3	
YES	10. Inspect erection of precast concrete members.	–	X	ACI 318: 26.8	–
YES	11. Verify in-situ concrete strength, prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.	–	X	ACI 318: 26.10.2	–
YES	12. Inspect formwork for shape, location and dimensions of the concrete member being formed.	–	X	ACI 318: 26.10.1(b)	–

VERIFICATION AND INSPECTION OF SOILS (IBC TABLE 1705.6)

SPECIAL INSPECTION REQUIRED	VERIFICATION, INSPECTION AND TESTING	INSPECTION FREQUENCY	
		CONTINUOUS	PERIODIC
YES	1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	–	X
YES	2. Verify excavations are extended to proper depth and have reached proper material.	–	X
YES	3. Perform classification and testing of compacted fill materials.	–	X
YES	4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X	–
YES	5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.	–	X

VERIFICATION AND INSPECTION OF CAST-IN-PLACE DEEP FOUNDATION ELEMENTS (IBC TABLE 1705.8)

SPECIAL INSPECTION REQUIRED	VERIFICATION AND INSPECTION	INSPECTION FREQUENCY	
		CONTINUOUS	PERIODIC
YES	1. Inspect drilling operations and maintain complete and accurate records for each element.	X	–
YES	2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end bearing strata capacity. Record concrete or grout volumes.	X	–
YES	3. For concrete elements, perform additional inspections in accordance with IBC 2015 Section 1705.3	–	–

STRUCTURAL ABBREVIATIONS

ABOVE	- ABV.	LAMINATED VENEER LUMBER	- LVL
ABOVE FINISHED FLOOR	- A.F.F.	LENGTH	- L.
ADDITIONAL	- ADDT'L.	LIGHTWEIGHT	- L.W.
ADHESIVE	- ADH.	LIGHTWEIGHT CONCRETE	- L.W.C.
ADJACENT	- ADJ.	LIVE LOAD	- L.L.
AGGREGATE	- AGGR.	LOCATION	- LOC.
AIR CONDITIONER	- A/C	LONGITUDINAL	- LONG.
AIR HANDLING UNIT	- AHU	LONG LEG HORIZONTAL	- LLH
ALTERNATE	- ALT.	LONG LEG VERTICAL	- LLV
AMERICAN CONCRETE INSTITUTE	- A.C.I.	LONG SIDE HORIZONTAL	- LSH
AMERICAN INSTITUTE OF STEEL CONSTRUCTION	- A.I.S.C.	LONG SIDE VERTICAL	- LSV
		LONG SLOTTED HOLE	- LSL
ANCHOR BOLT	- A.B.	LOW POINT	- L.P.
AND	- &	LOW VELOCITY FASTENER(S)	- L.V.F.('s)
ANGLE	- L		
APPROVED	- APPD.	MANUFACTURE(R)	- MFR.
APPROXIMATE	- APPROX.	MASONRY	- MAS.
ARCHITECT	- ARCH.	MASONRY CONTROL JOINT	- MCJ
ARCHITECTURAL	- ARCH'L	MASONRY EXPANSION JOINT	- MEJ
ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	- A.E.S.S.	MATERIAL	- MAT.
		MAXIMUM	- MAX.
ARCHITECTURALLY EXPOSED CONCRETE	- A.E.C.	MECHANICAL	- MECH.
		MECHANICAL, ELECTRICAL, PLUMBING	- MEP
AT	- @	METAL	- MTL.
		MEZZANINE	- MEZZ.
BACK FACE	- B.F.	MIDDLE	- MID.
BACK TO BACK	- B. TO B.	MINIMUM	- MIN.
BALANCED	- BAL.	MISCELLANEOUS	- MISC.
BASEMENT	- BSMT.	MOMENT	- M
BEAM	- BM.	MOMENT CONNECTION(S)	- M.C.
BEARING	- BRG.		
BELOW FINISH FLOOR	- B.F.F.	NEAR FACE	- N.F.
BETWEEN	- BTWN.	NOMINAL	- NOM.
BEVEL(ED)	- BEV('D)	NON-SHRINK	- N.S.
BLOCK	- BLK.	NOT IN CONTRACT	- N.I.C.
BLOCK LINTEL	- B.L.	NOT TO SCALE	- N.T.S.
BLOCKING	- BLK'G.	NUMBER	- NO. OR #
BOTTOM	- BOT.		
BOTTOM OF	- B.O.	ON CENTER	- O.C.
BOTTOM OF STEEL	- B.O.S.	OPENING(S)	- OPNG(S)
BRACKET	- BRKT.	OPPOSITE	- OPP.
BRICKLEDGE	- BR.L.	OPPOSITE HAND	- O.H.
BRIDGING	- BRDG.	OUTSIDE FACE	- O.F.
BUILDING	- BLDG.	OUTSIDE DIAMATER	- O.D.
		OVER-SIZED HOLE	- OVS
CANTILEVER(ED)	- CANT		
CAMBER	- C	PAN	- P
CAST-IN-PLACE	- C.I.P.	PANEL JOINT	- P.J.
CEILING	- CLG.	PARALLEL	- PAR.
CENTER LINE	- C.L.	PARALLEL STRAND LUMBER	- PSL
CENTER OF GRAVITY	- C.G.	PERPENDICULAR	- PERP.
CENTER OF GRAVITY OR STRAND	- C.G.S.	PIECE	- PC.
CLEAR OR CLEARANCE	- CLR.	PLATE	- PL.
COLD FORMED STEEL	- CFS	POINT	- PT.
COLUMN	- COL.	POST-TENSION(ED)	- P-T
COMPRESSION	- C OR COMP.	POUNDS	- # OR LB
CONCRETE	- CONC.	POUNDS PER CUBIC FOOT	- PCF
CONCRETE MASONRY UNIT	- CMU	POUNDS PER LINEAR FOOT	- PLF
CONNECTION(S)	- CONN(S)	POUNDS PER SQUARE FOOT	- PSF
CONTINUOUS	- CONT.	POUNDS PER SQUARE INCH	- PSI
CONTRACTOR	- CONTR.	PRECAST CONCRETE	- P/C
CONTROL JOINT	- C.J.	PRE-ENGINEERED	- P/E
CONSTRUCTION	- CONST.	PRE-ENGINEERED METAL BUILDING	- P.E.M.B.
CONSTRUCTION JOINT	- CONST. JT.	PREFABRICATED	- PREFAB.
COORDINATE	- COORD.	PRELIMINARY	- PRELIM.
COVER PLATE	- COV. PL.	PRESSURE TREATED	- P.T.
		PROJECTION	- PROJ.
DETAIL	- DTL.		
DEAD LOAD	- D.L.	QUANTITY	- QTY.
DEFORMED BAR ANCHOR	- D.B.A.		
DIAGONAL	- DIAG.	RADIUS	- R
DIAMETER	- DIA. OR Ø	REINFORCED CONCRETE PIPE	- RCP
DIMENSION(S)	- DIM(S).	REINFORCE(ING)(ED)(MENT)	- REINF.
DOUBLE	- DBL.	REMAINDER	- REM.
DOUBLE EXTRA STRONG	- XX-STR	REQUIRE	- REQ.
DOUGLAS FIR-LARCH	- DF	REQUIRED	- REQ'D.
DOVETAIL	- DVTL.	RETENTION SYSYTEM	- RET.SYS.
DOWEL(S)	- DWL(S).	RISER	- RIS.
DOWNSPOUT	- DS.	ROOF	- RF.
DRAWING(S)	- DWG(S).	ROOF DRAIN	- R.D.
		ROOF TOP UNIT	- R.T.U.
EACH	- EA.	ROOM	- RM.
EACH FACE	- E.F.	ROUGH OPENING	- R.O.
EACH WAY	- E.W.	ROUGH SAWN CEDAR	- R.S.C.
EDGE OF DECK	- E.O.D.	ROUND	- RND.
ELECTRICAL	- ELEC.		
ELEVATION	- EL.	SCHEDULE(D)	- SCHED.
ELEVATOR	- ELEV.	SECTION	- SECT.
EMBEDMENT	- EMBED.	SHEAR	- V
ENGINEER	- ENGR.	SHEET	- SHT.
ENGINEER OF RECORD	- EOR	SHORT SLOTTED HOLE	- SSL
EQUAL	- EQ.	SIDEWALK	- SW.
EQUIPMENT	- EQUIP.	SIMILAR	- SIM.
EXHAUST FAN	- EF	SLAB ON GRADE	- S.O.G.
EXISTING	- EXIST.	SOUTHERN PINE	- SYP
EXPANSION	- EXP.	SPACE	- SPA.
EXPANSION JOINT	- E.J.	SPECIFICATIONS(S)	- SPEC(S)
EXTERIOR	- EXT.	SPECIFIED	- SPEC'D
EXTRA STRONG	- X-STR	SQUARE	- SQ.
		SQUARE FOOT	- S.F.
FACE TO FACE	- F. TO F.	STAGGERED	- STAGG.
FABRICATOR	- FABR.	STAINLESS STEEL	- S.S.
FAR SIDE	- F.S.	STANDARD	- STD.
FIELD VERIFY	- F.V.	STEEL	- STL.
FINISH(ED)	- FIN('D)	STEEL JOIST INSTITUTE	- S.J.I.
FINISHED FLOOR	- FIN.FL.	STIFFENER	- STIFF
FIREPROOF(ING)	- FP.	STRAIGHT	- STR.
FLANGE	- FLG.	STIRRUPS	- STIRR.
FLOOR	- FL.	STRUCTURAL	- STRUCT'L
FLOOR DRAIN	- F.D.	STRUCTURE	- STRUCT.
FOOT(OR)FEET	- FT.	SUBCONTRACTOR	- SUBCONTR.
FOUNDATION	- FDN.	SUPPORT(S)	- SUPT(S).
FRAMING	- FRMG		
FULL PENETRATION	- FP	TEMPERATURE	- TEMP.
		TENSION	- T
GAGE OR GAUGE	- GA.	TERRAZZO	- TERR.
GALVANIZED	- GALV.	THICK	- THK.
GENERAL CONTRACTOR	- G.C.	THREAD(ED)	- THRD.
GENERAL STRUCTURAL NOTES	- GSN	TONGUE AND GROOVE	- T&G
GLUE-LAMINATED	- GL.	TOP AND BOTTOM	- T&B
GRADE	- GR.	TOP OF	- T.O.
GRADE BEAM	- GR.BM.	TOP OF BEAM	- T.O.B.
GRIND SMOOTH	- GS	TOP OF CONCRETE	- T.O.C.
		TOP OF FOOTING	- T.O.F.
HEADED STUD ANCHOR	- H.S.A.	TOP OF JOIST	- T.O.J.
HEIGHT	- HT.	TOP OF PIER	- T.O.P.
HIGH POINT	- H.P.	TOP OF PIER (PIPLE) CAP	- T.O.P.C.
HOLLOW STRUCTURAL SECTION	- HSS	TOP OF STEEL	- T.O.S.
HOOK	- HK.	TOP OF WALL	- T.O.W.
HORIZONTAL	- HORIZ.	TRANSVERSE	- TRANSV.
HORIZONTAL BRACE	- H.B.	TREAD	- TR.
HOT-DIP	- H.D.	TYPICAL	- TYP.
INCH	- IN.	UNLESS NOTED OTHERWISE	- U.N.O.
INFORMATION	- INFO.		
INSIDE DIAMETER	- I.D.	VERTICAL	- VERT.
INSIDE FACE	- I.F.	VERTICAL BRACE	- V.B.
INTERIOR	- INT.	VERTICAL SLIDE CLIP	- VSC
INTERMEDIATE	- INTERM.		
		WATERPROOFING	- WPFG.
JOINT	- JT.	WATERSTOP	- WS.
JOIST(S)	- JST(S)	WEIGHT	- WT.
JOIST GIRDER	- J.G.	WELDED WIRE MESH	- W.W.M.
		WIDTH	- W.
KIPS (1000 LB)	- K	WIND LOAD	- W.L.
KIP PER LINEAR FOOT	- KLF	WINDOW	- WDW.
KIP PER SQUARE FOOT	- KSF	WITH	- W/
KIP PER SQUARE INCH	- KSI	WITHOUT	- W/O
		WOOD	- WD.
		WORK POINT	- W.P.

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WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES
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PROJECT PHASE

CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
2423

DATE ISSUED
07/29/2024

SHEET TITLE
SPECIAL INSPECTIONS AND ABBREVIATIONS

SHEET NUMBER
S003

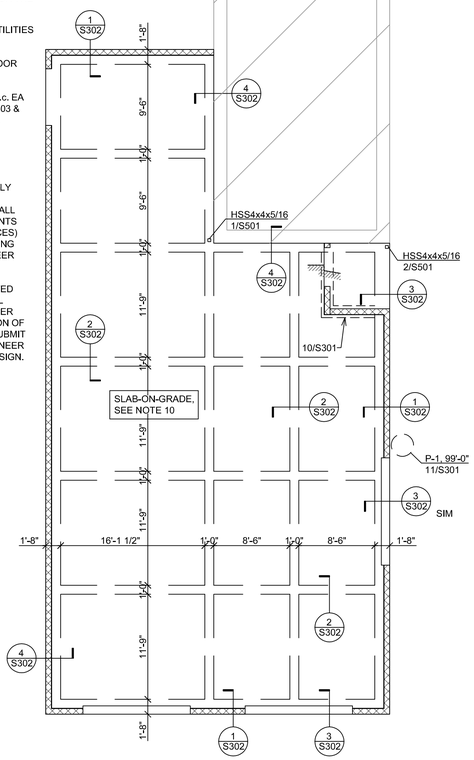
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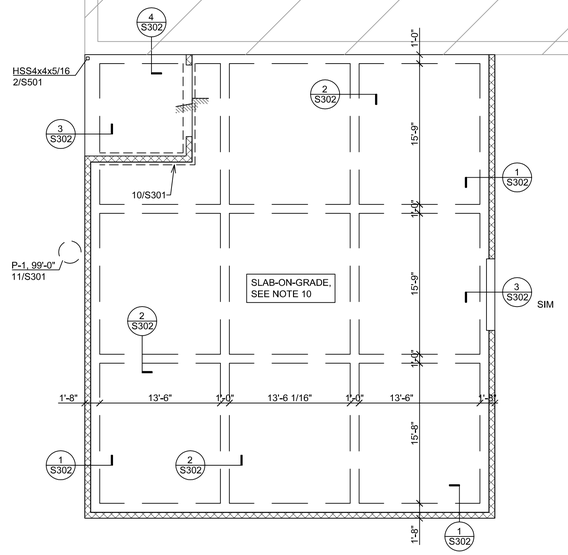
LEGEND	
SYMBOL	**DESCRIPTION**
COLUMN SIZE / BASE PLATE	STEEL COLUMN
	8" NOM. CMU WALL, SEE 5/S303
	THICKENED SLAB EDGE
	DROP IN SLAB
	DROP AND SLOPE IN SLAB
	SLOPE IN SLAB
	EXISTING, F.V.
PIER TYPE, T.O. PIER EL / T.O. PIER DETAIL	CONCRETE PIER, SEE PIER SCHED & NOTE 11.

PLAN NOTES

1. FINISH FLOOR ELEVATION = MATCH EXISTING TOP OF CONCRETE SLAB. FIELD VERIFY. EXISTING TOP OF CONCRETE ELEVATION = 100'-0", UNLESS NOTED OTHERWISE.
2. TOP OF CONCRETE ELEVATION = FINISH FLOOR, UNLESS RECESSED TO RECEIVE FLOORING MATERIALS.
3. SEE ARCHITECTURAL DRAWINGS FOR LOCATIONS OF FLOOR RECESSES, DROPS AND SLOPES NOT DIMENSIONED ON PLAN.
4. SEE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR LOCATIONS AND DIMENSIONS OF FLOOR PENETRATIONS NOT DIMENSIONED ON PLAN CONTRACTOR TO COORDINATE.
5. VERIFY AND COORDINATE DIMENSIONS SHOWN WITH ARCHITECTURAL DRAWINGS.
6. CENTERLINES OF FOOTINGS NOT SPECIFICALLY LOCATED ON PLAN BY NOTE OR DIMENSION SHALL BE LOCATED AT CENTERLINES OF FREESTANDING COLUMNS.
7. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS. CONCRETE MASONRY UNIT (CMU) WALLS ARE SHOWN FOR THE LEVEL ABOVE THE SLAB.
8. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO EXCAVATION.
9. MASONRY LEDGE ELEVATION IS 1 1/2" BELOW FINISH FLOOR UNLESS SHOWN OTHERWISE.
10. 8" CONC. SLAB-ON-GRADE REINF w/ 2-LAYERS #4 @ 12" o.c. EA WAY TOP & BOTTOM OVER VAPOR RETARDER - SEE 5/S303 & STRUCTURAL NOTES FOR BUILDING PAD PREPARATION.
11. COORDINATE DRILLED PIER LOCATION WITH PEMB MANUFACTURER.
12. PEMB OVERHANG AT EXISTING SHOP OVERHANG:
    A. THE PEMB MANUFACTURER SHALL DESIGN AND SUPPLY MATERIAL REQUIRED TO MEET THE ARCHITECTURAL DRAWINGS AND LOCAL BUILDING CODES. THE PEMB SHALL ACT AS THE ENGINEER OF RECORD FOR THE COMPONENTS ABOVE THE FOUNDATION (BUILDING AND APPURTENANCES) AND SUBMIT CALCULATION AND SHOP DRAWINGS BEARING THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.

    B. FOUNDATIONS HAVE BEEN DESIGNED USING ESTIMATED REACTIONS ASSUMING PINNED PRE-ENGINEERED METAL BUILDING (PEMB) COLUMN BASES THAT DO NOT TRANSFER MOMENT TO THE FOUNDATION. PRIOR TO CONSTRUCTION OF THE FOUNDATION, THE PEMB MANUFACTURER SHALL SUBMIT THE COLUMN REACTIONS TO THE ARCHITECT AND ENGINEER FOR COMPATIBILITY REVIEW WITH THE FOUNDATION DESIGN.







1 FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

N

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2423
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FOUNDATION PLAN

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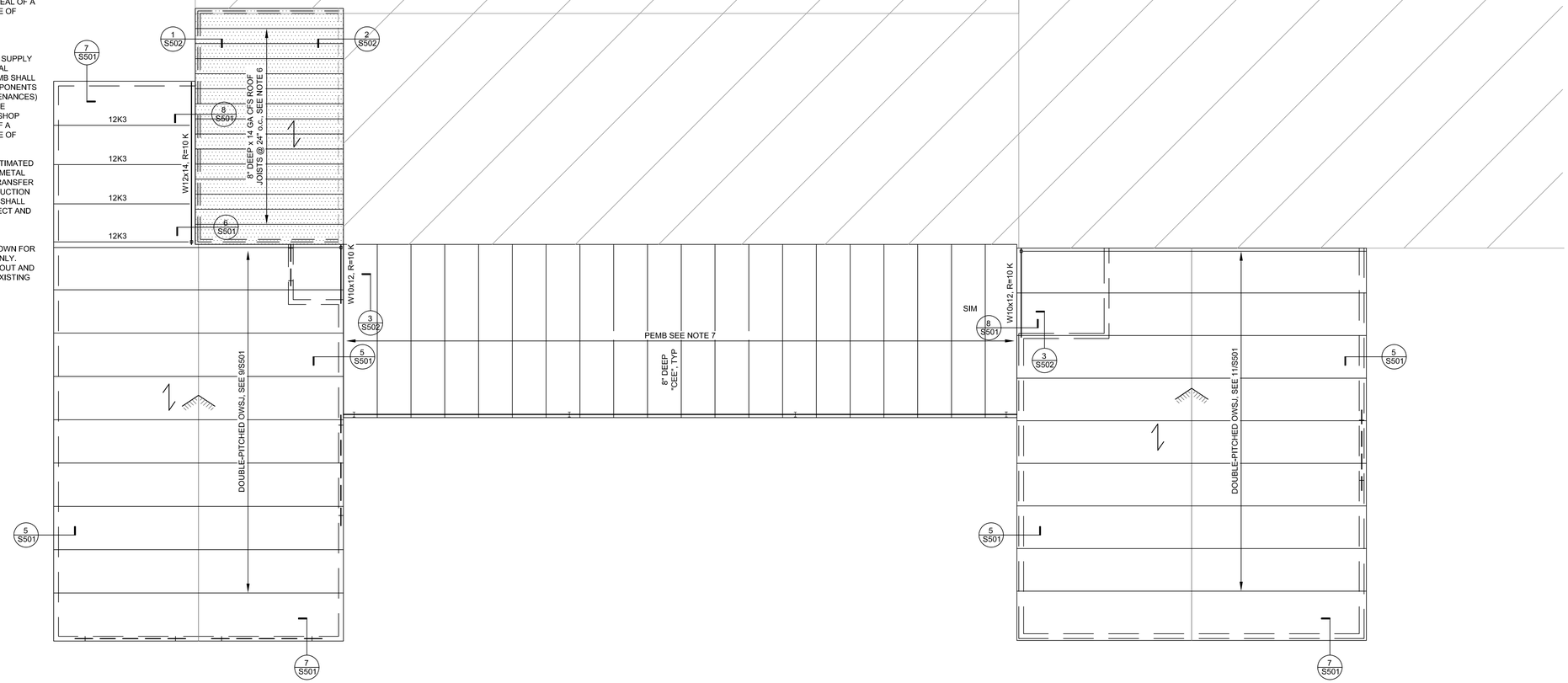
LEGEND	
SYMBOL	**DESCRIPTION**
	DECK OR SHEATING SPAN DIRECTION, SEE GSN
W###x##, R = ## K / H = ## K	STEEL BEAM SIZE, REACTION DRAG FORCE (ASD)
1.4K (D)	ADD-LOAD (LOADING TYPE)
	EXISTING, F.V.
	CFS OVERFRAMING

PLAN NOTES

1. TOP OF STEEL ELEVATION = TOP OF BEAM, JOIST, OR MEMBER SUPPORTING ROOF DECK = BOTTOM OF ROOF DECK.
2. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR LOCATION AND DIMENSIONS OF ROOF PENETRATIONS NOT DIMENSIONED ON PLAN. CONTRACTOR TO COORDINATE.
3. UNLESS NOTED OTHERWISE, STEEL JOISTS SHALL BE CENTERED ON AND EQUALLY SPACED BETWEEN COLUMN CENTERLINES. ROOF BEAMS AND JOISTS SHALL NOT EXCEED 5'-9" ON CENTER SPACING.
4. JOISTS NOTED "SP" ARE SPECIAL DESIGNS TO BE PROVIDED BY JOIST MANUFACTURER. LOADS INDICATED ARE UNIFORMLY DISTRIBUTED ASD TOTAL LOAD/LIVE LOAD IN PLF. SEE PLAN AND PLAN NOTES FOR ADDITIONAL LOADING DUE TO PARAPET AND MECHANICAL LOADS.
5. DESIGN JOISTS FOR NET UPLIFT OF 3 PSF (0.6 x WIND).
6. OVERFRAMING ABOVE EXISTING SHOP ROOF:
COLD-FORMED STEEL (CFS) CONTRACTOR SHALL DESIGN AND SUPPLY MATERIAL REQUIRED TO MEET THE ARCHITECTURAL DRAWINGS AND LOCAL BUILDING CODES. THE CFS CONTRACTOR SHALL ACT AS THE ENGINEER OF RECORD FOR THE COMPONENTS ATTACHED TO THE EXISTING SHOP PARAPET (ROOF FRAMING, MASONRY VENEER STUD BACK-UP WALL, ROOF AND WALL BRACING, AND THEIR ATTACHMENTS). SUBMIT CALCULATIONS AND SHOP DRAWINGS BEARING THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS. THE MAXIMUM SELF-WEIGHT OF THE CFS COMPONENTS SHALL NOT EXCEED 3.0 PSF.
7. PEMB OVERHANG AT EXISTING SHOP OVERHANG:
A. THE PEMB MANUFACTURER SHALL DESIGN AND SUPPLY MATERIAL REQUIRED TO MEET THE ARCHITECTURAL DRAWINGS AND LOCAL BUILDING CODES. THE PEMB SHALL ACT AS THE ENGINEER OF RECORD FOR THE COMPONENTS ABOVE THE FOUNDATION (BUILDING AND APPURTENANCES) AS WELL AS MODIFICATION OR ALTERATION TO THE EXISTING PEMB AND SUBMIT CALCULATIONS AND SHOP DRAWINGS BEARING THE SIGNATURE AND SEAL OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.

B. FOUNDATIONS HAVE BEEN DESIGNED USING ESTIMATED REACTIONS ASSUMING PINNED PRE-ENGINEERED METAL BUILDING (PEMB) COLUMN BASES THAT DO NOT TRANSFER MOMENT TO THE FOUNDATION. PRIOR TO CONSTRUCTION OF THE FOUNDATION, THE PEMB MANUFACTURER SHALL SUBMIT THE COLUMN REACTIONS TO THE ARCHITECT AND ENGINEER FOR COMPATIBILITY REVIEW WITH THE FOUNDATION DESIGN.

C. PEMB PURLIN, RIGID FRAME, AND COLUMNS SHOWN FOR THE OPEN BUILDING STRUCTURE IS SCHEMATIC ONLY. PEMB CONTRACTOR SHALL DETERMINE FINAL LAYOUT AND DESIGN, AS WELL AS VERIFY THE ADEQUACY OF EXISTING PEMB ALTERATIONS AS NEEDED.



1 ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"

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WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

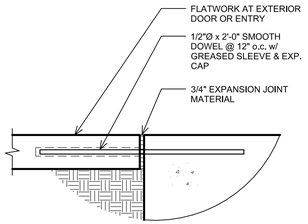
PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

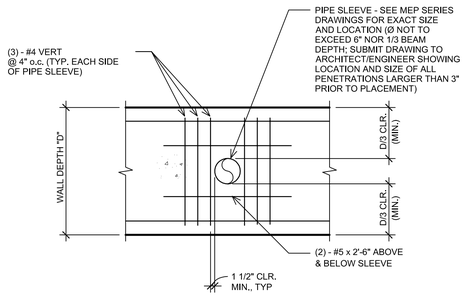
PROJECT NUMBER
2423
DATE ISSUED
07/29/2024
SHEET TITLE
ROOF FRAMING PLAN

SHEET NUMBER
S103

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GEORGETOWN, TX 78633
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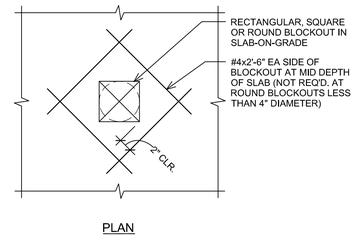


1 TYPICAL FLATWORK AT EXTERIOR ENTRIES DETAIL
NO SCALE



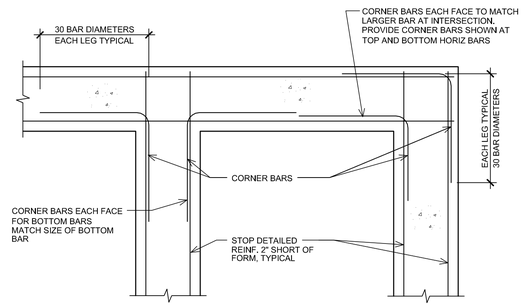
ELEVATION

2 TYPICAL HORIZONTAL WALL PENETRATION DETAIL
NO SCALE



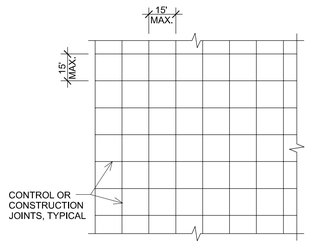
PLAN

3 TYPICAL REINFORCING AT BLOCKOUT
NO SCALE



PLAN

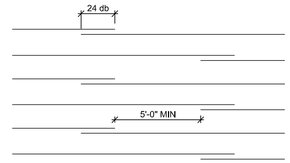
4 TYPICAL CORNER BARS DETAIL
NO SCALE



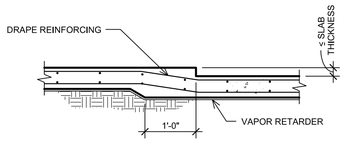
PLAN VIEW

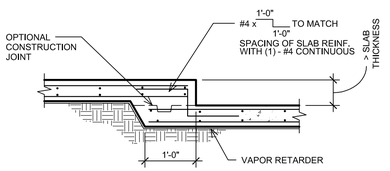
SLAB-ON-GRADE NOTES:

1. SEE PLAN FOR THICKNESS OF SLAB (T) AND REINFORCING.
2. SAWCUT JOINTS WITH IN THE TIME FRAME NOTED BELOW:
   a. 12 HOURS FOR SLABS COVERED BY FINISHES OR NON PUBLIC SPACES.
   b. 4 HOUR FOR SLABS EXPOSED TO PUBLIC VIEW OR WHERE NOTED "SOFF-CUT" BRAND SAW SHALL BE USED.
3. IF METAL FORMS ARE USED, REMOVE THEM BEFORE PLACING ADJACENT SLAB.
4. LAP REINFORCING 40 BAR DIAMETER MINIMUM.
5. IF IT IS NECESSARY TO LAP SLAB STEEL, LAPS IN ADJACENT BARS SHALL BE STAGGERED AT LEAST 5'-0". LAP A MINIMUM OF 24 BAR DIAMETERS AND ALLOW 1 1/2" COVER OVER THE ENDS OF THE BARS.



MIN SLAB REINF LAP & STAGGER PLAN





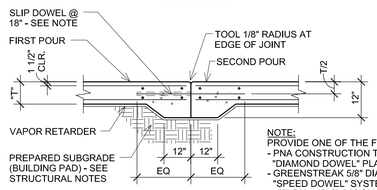
DOWEL SCHEDULE

MARK	SIZE	A	B
DWL.-A	#4	8"	3'-2"
DWL.-B	#4	3'-0"	3'-0"
DWL.-C	#4	-	4'-0"

NOTES:

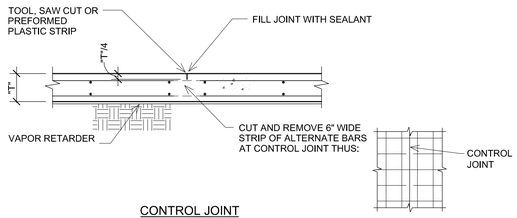
1. SCHEDULED DOWELS ARE MARKED "DWL." ON THE SECTIONS AND DETAILS.
2. DOWEL SPACING TO BE THE SAME AS VERTICAL BEAM OR WALL REINFORCEMENT UNLESS NOTED OTHERWISE ON DETAILS.

8 DOWEL SCHEDULE
NO SCALE



NOTE:
PROVIDE ONE OF THE FOLLOWING SLIP DOWELS:
- PNA CONSTRUCTION TECHNOLOGIES 1/4" x 4 1/2" x 4 1/2" "DIAMOND DOWEL" PLATE DOWEL SYSTEM.
- GREENSTREAK 5/8" DIA. SMOOTH x 24" "SPEED DOWEL" SYSTEM.
- 1/2" DIA. x 2'-0" A36 SMOOTH ROD.

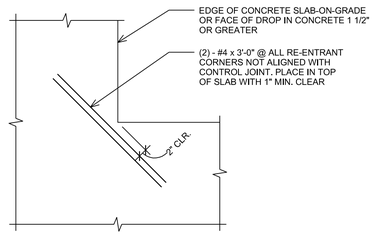
CONSTRUCTION JOINT



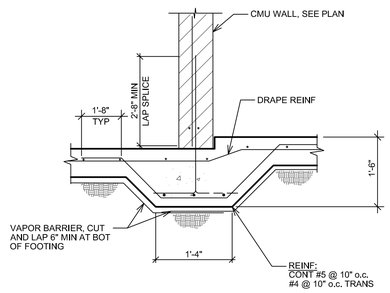
CONTROL JOINT

5 TYPICAL SLAB-ON-GRADE DETAIL
NO SCALE

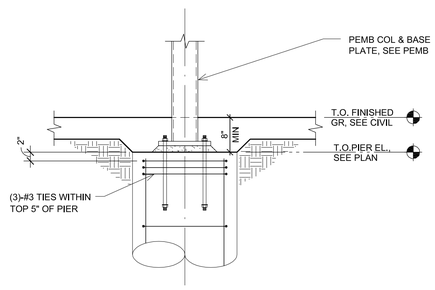
7 TYPICAL DROP IN SLAB-ON-GRADE DETAIL
NO SCALE



PLAN



10 TYPICAL INTERIOR THICKENED SLAB FTG DETAIL
NO SCALE



11 TYPICAL TOP OF PIER DETAIL
NO SCALE

9 TYPICAL RE-ENTRANT CORNER REINFORCING
NO SCALE

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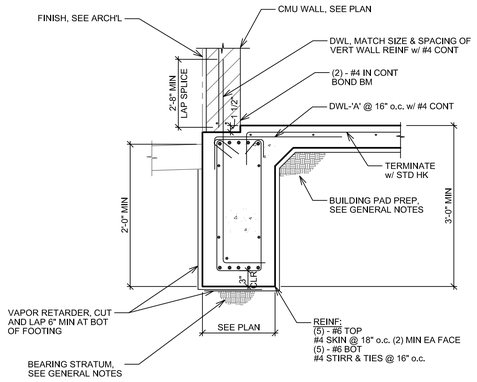
PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

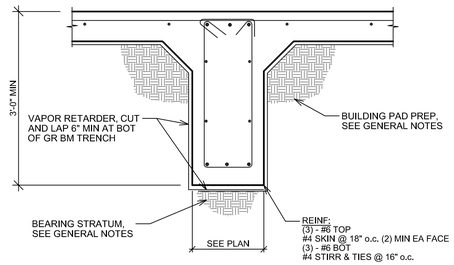
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DATE ISSUED
07/29/2024
SHEET TITLE
CONCRETE DETAILS

SHEET NUMBER
S301

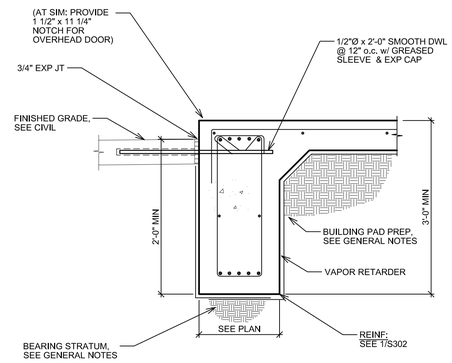
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280 WESTBURY LN
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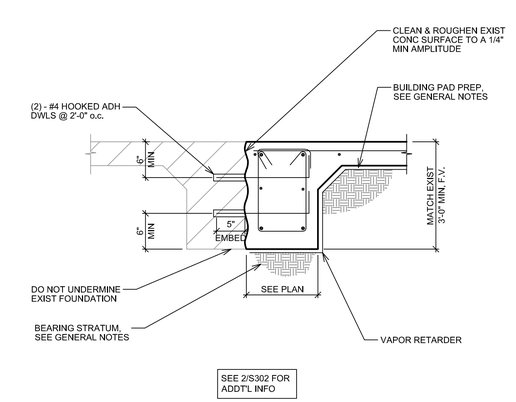
1 TYPICAL EXTERIOR GRADE BEAM DETAIL
NO SCALE



2 TYP INTERIOR THICKENED SLAB FTG DETAIL
NO SCALE

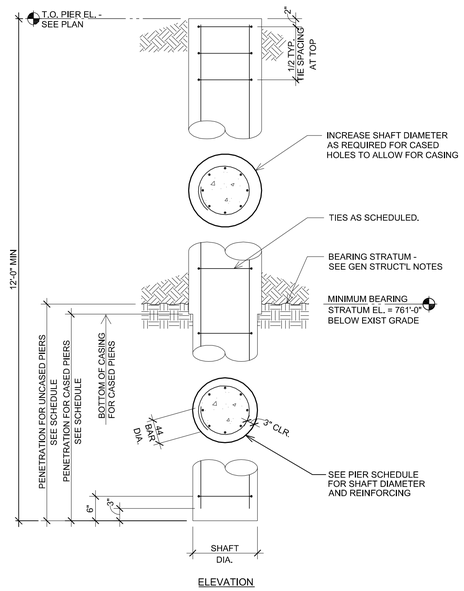


3 TYP EXTERIOR THICKENED SLAB FTG DETAIL
NO SCALE



SEE 2/S302 FOR ADD'L INFO

4 TYPICAL GRADE BEAM AT EXIST GRADE BEAM DETAIL
NO SCALE



ELEVATION

PIER SCHEDULE

MARK	SHAFT DIAMETER	VERTICAL BARS	TIES	PENET.	CAPACITY
P-1	2'-6" Ø	(6) - #7	#3 @ 14"	1'-0"	73.6 K

NOTES:
1. PIER REINFORCING AND CONCRETE SHALL BE PLACED IMMEDIATELY AFTER DRILLING OPERATIONS ARE COMPLETE. SEE GENERAL STRUCTURAL NOTES FOR ADDITIONAL REQUIREMENTS.
2. CONTRACTOR SHALL NOT DRILL PIERS THAT CANNOT BE PLACED BY THE END OF THE WORK DAY. PIER EXCAVATIONS SHALL NOT BE LEFT OPEN OVERNIGHT.
3. ALL PIER INSTALLATIONS SHALL BE CONTINUOUSLY INSPECTED BY A REPRESENTATIVE OF THE OWNER'S SPECIAL INSPECTION AGENCY DURING EXCAVATION AND PRIOR TO PLACEMENT OF CONCRETE. SEE DRILLED PIER SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

9 TYPICAL CASED DRILLED PIER DETAIL AND SCHEDULE
NO SCALE

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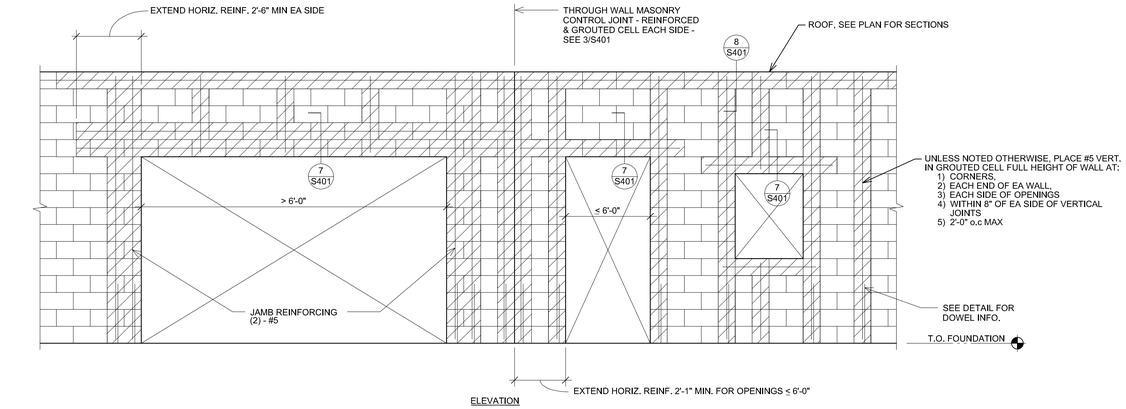
PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
2423
DATE ISSUED
07/29/2024
SHEET TITLE
CONCRETE DETAILS

SHEET NUMBER
S302

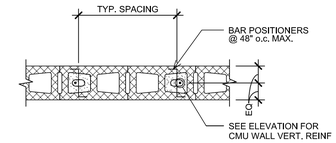
KSS ENGINEERS
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GEORGETOWN, TX 78633
512-401-3100
F-20710



ELEVATION

NOTES:
1. SEE ARCH'L. DRAWINGS FOR LOCATION AND DIMENSIONS OF WALL OPENINGS.
2. FOR LAP SPLICE LENGTHS SEE 4/S401.

1 TYPICAL EXTERIOR CMU WALL REINFORCING DETAIL
NO SCALE



8" CMU WALL

PROVIDE BAR POSITIONERS AT TOP AND BOTTOM OF LAP SPLICES AND @ 48" o.c. MAX. VERTICALLY.

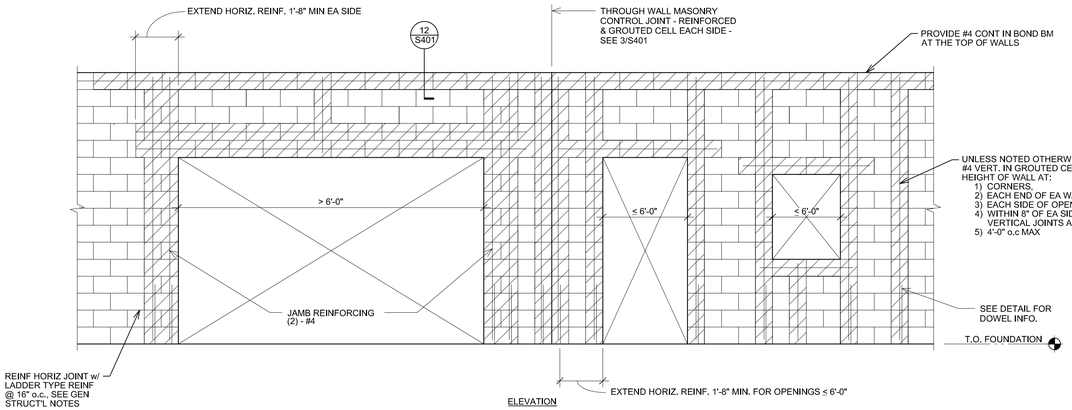
3 TYPICAL CMU BAR PLACEMENT DETAIL
NO SCALE

CMU WALL LAP SPLICE SCHEDULE		
BAR SIZE	LAP LENGTH	
	BOND BEAMS	VERTICAL REINF.
#4	1'-8"	2'-6"
#5	2'-1"	3'-2"
#6	2'-6"	3'-9"
#7	2'-11"	4'-5"

NOTES:

1. SPLICES FOR VERTICAL REINF. SHALL BE STAGGERED IN ADJACENT CELLS SO THAT NO MORE THAN 1/2 OF ALL BARS ARE SPLICED AT THE SAME LOCATION.
2. DO NOT SPLICE BARS IN LINTELS.

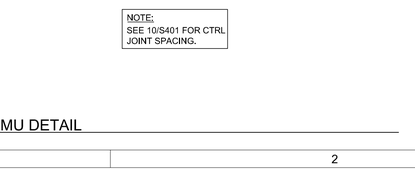
4 TYPICAL CMU DETAIL
NO SCALE



ELEVATION

NOTES:
1. SEE ARCH'L. DRAWINGS FOR LOCATION AND DIMENSIONS OF WALL OPENINGS.
2. FOR LAP SPLICE LENGTHS SEE 4/S401.

5 TYPICAL INTERIOR NON-LOAD BEARING CMU WALL REINF DETAIL
NO SCALE

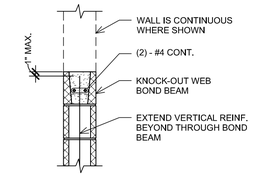


NOTES:

1. LINTELS SHALL REMAIN SHORED UNTIL MASONRY CONSTRUCTION ABOVE HAS CURED FOR A MINIMUM OF 14 DAYS.
2. SEE ARCHITECTURAL DRAWINGS FOR OPENING SIZE AND LOCATION.
3. EXTEND LINTELS PAST EDGES OF OPENINGS, SEE WALL ELEVATION.
4. VERTICAL CONTROL JOINTS SHALL NOT CROSS LINTEL REINFORCING.

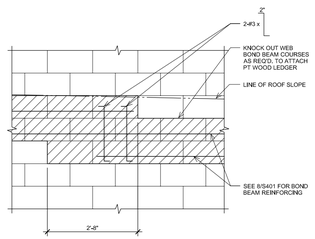
LINTEL REINFORCING SCHEDULE						
CLEAR SPAN	LOCATION	DEPTH	BOTTOM REINF.	TOP REINF.	TIE SPA.	JAMB DETAIL
≤ 6'-0"	EXTERIOR	16"	(2) - #5	(2) - #5	8"	-
6'-1" ≤ SPAN" ≤ 12'-0"	EXTERIOR	24"	(2) - #5	(2) - #5	8"	-

7 TYPICAL CMU LINTEL DETAIL & REINF SCHEDULE
NO SCALE

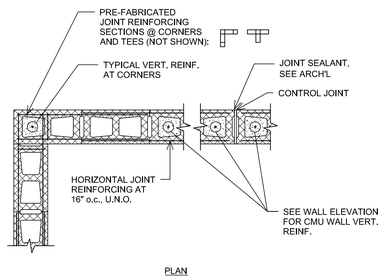


NOTE:
PLACE HORIZONTAL BOND BEAMS: AT THE TOP & BOTTOM OF EACH WALL; AT LEDGERS SUPPORTING ROOF FRAMING; AND AT 4'-0" o.c. MAXIMUM VERTICAL SPACING.

8 TYPICAL CMU BOND BEAM DETAIL
NO SCALE



ELEVATION

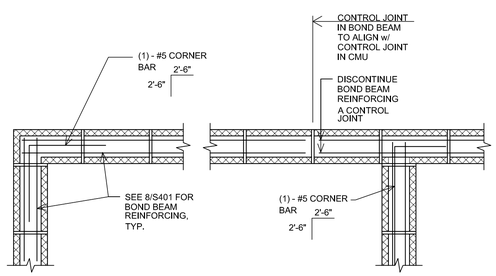


PLAN

NOTES:

1. SEE ARCHITECTURAL DRAWINGS FOR CONTROL JOINT LOCATIONS.
2. MAXIMUM ON CENTER SPACING OF CONTROL JOINTS IS 20'-0".
3. DISCONTINUE JOINT REINFORCEMENT AT CONTROL JOINTS.
4. FROM CORNERS, OFFSET CONTROL JOINT A MAXIMUM OF 10'-0".
5. CONTROL JOINTS SHALL BE LOCATED AWAY FROM OPENINGS.

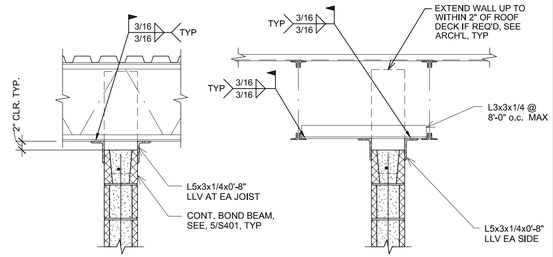
9 TYPICAL CMU DETAIL
NO SCALE



NOTE:
SEE 10/S401 FOR CTRL JOINT SPACING.

10 TYPICAL CMU DETAIL
NO SCALE

SPACE CMU WALL BRACING @ 8'-0" o.c. MAX. AND @ 4'-0" MAX FROM ENDS OF WALL



11 TYPICAL CMU DETAIL
NO SCALE

12 TYPICAL CMU PARTITION WALL BRACE DETAIL
NO SCALE

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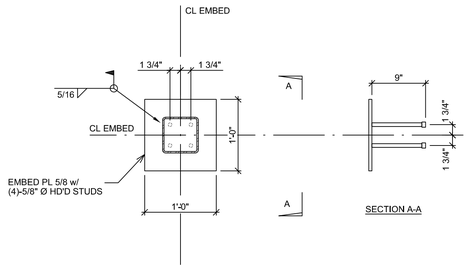
PROJECT PHASE
CONSTRUCTION DOCUMENTS

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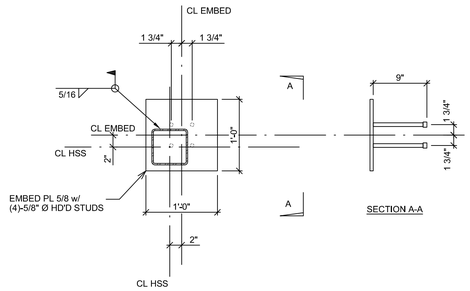
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DATE ISSUED
07/29/2024
SHEET TITLE
CMU DETAILS

SHEET NUMBER
S401

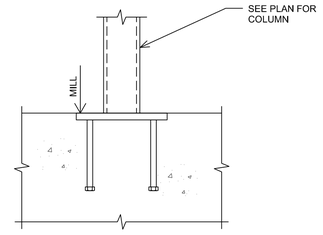
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1 TYPICAL EMBED PLATE DETAIL
NO SCALE

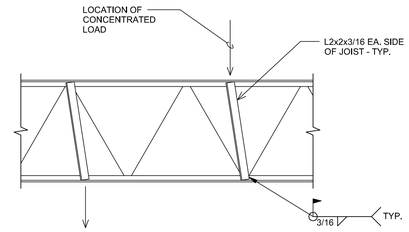


2 TYPICAL EMBED PLATE DETAIL
NO SCALE



ELEVATION

3 TYPICAL COLUMN EMBED PLATE ELEVATION
NO SCALE

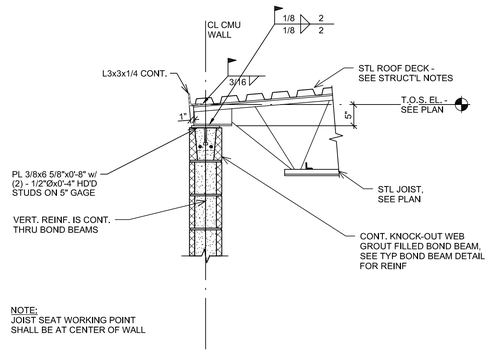


NOTES:

1. THIS DETAIL APPLIES WHEREVER A CONCENTRATED LOAD GREATER THAN 100 LB BUT LESS THAN 250 LB MAX OCCURS MORE THAN 4" AWAY FROM A JOIST TOP OR BOTTOM CHORD PANEL POINT. DO NOT PLACE CONCENTRATED LOADS CLOSER THAN 4'-0" O.C.

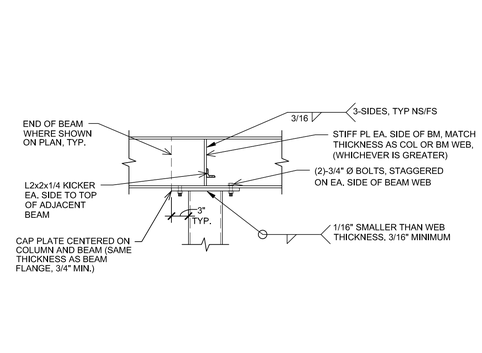
2. ALL HANGERS OR ATTACHMENTS TO JOISTS SHALL BE PLACED CONCENTRIC WITH THE TOP AND BOTTOM CHORD(S) AND SHALL NOT ATTACH TO ONLY ONE ANGLE OF CHORD.

4 TYPICAL JOIST CHORD REINFORCEMENT DETAIL
NO SCALE



NOTE:
JOIST SEAT WORKING POINT
SHALL BE AT CENTER OF WALL

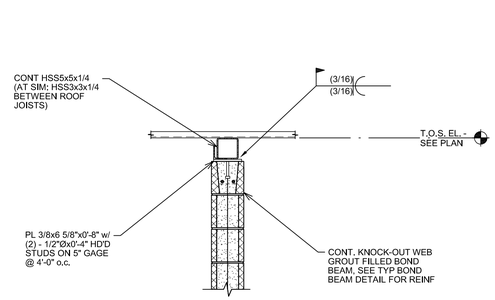
5 TYPICAL JOIST BEARING ON EXTERIOR MASONRY WALL DETAIL
NO SCALE



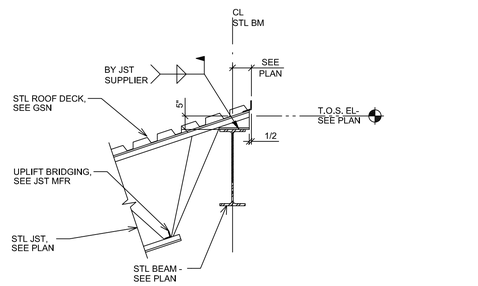
COLUMN WEB PERPENDICULAR TO BEAM

NOTE:
SEE ROOF PLAN FOR ROOF SLOPE AND SLOPE CAP PLATES ACCORDINGLY.

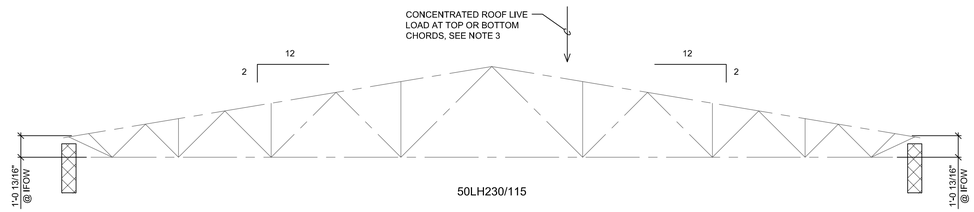
6 TYPICAL COLUMN EMBED PLATE ELEVATION
NO SCALE



7 TYPICAL STEEL DETAIL
NO SCALE



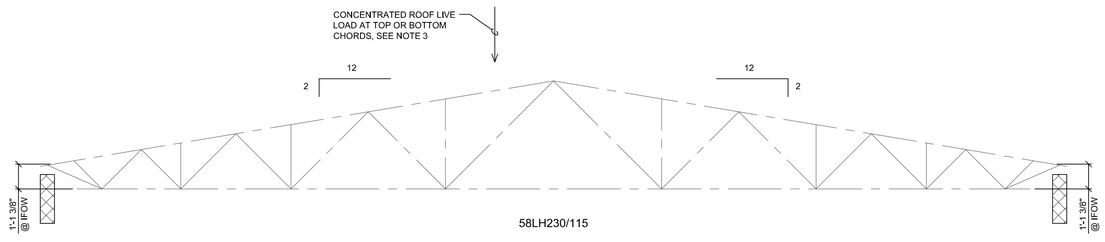
8 TYPICAL "K" JOIST AT HIGH END DETAIL
NO SCALE



DOUBLE-PITCHED JOIST NOTES:

1. PROFILES ARE GRAPHICAL. WEB LAYOUT SHALL BE DETERMINED BY THE OPEN WEB STEEL JOIST SUPPLIER.
2. DESIGN DEAD LOAD DOES NOT INCLUDE SELF-WEIGHT OF JOIST NOR BRIDGING. JOIST SUPPLIER SHALL ADD JOIST SELF-WEIGHT AND BRIDGING TO THE DESIGN DEAD LOAD SHOWN.
3. DESIGN JOIST FOR DISTRIBUTED ROOF LIVE LOAD SHOWN OR A 300 LB CONCENTRATED LOAD, WHICHEVER PRODUCES THE GREATER LOAD EFFECTS. CONCENTRATED LOAD SHALL BE LOCATED SO AS TO PRODUCE THE MAXIMUM LOAD EFFECTS IN THE JOIST MEMBERS, (I.E. ADD-LOAD & BEND-CHECK).
4. BRIDGING SHALL BE DETAILED BY THE JOIST SUPPLIER AND SHALL BE IN ACCORDANCE WITH STEEL JOIST INSTITUTE STANDARD SPECIFICATIONS.
5. SEE PLAN FOR NET UPLIFT DUE TO WIND. UPLIFT BRIDGING SHALL BE DETAILED BY THE JOIST SUPPLIER SEE NOTE 4 FOR ADDITIONAL INFORMATION.

9 DOUBLE-PITCHED JOIST LOADING DIAGRAM AND PROFILE AT SHOP
NO SCALE



DOUBLE-PITCHED JOIST NOTES:

1. PROFILES ARE GRAPHICAL. WEB LAYOUT SHALL BE DETERMINED BY THE OPEN WEB STEEL JOIST SUPPLIER.
2. DESIGN DEAD LOAD DOES NOT INCLUDE SELF-WEIGHT OF JOIST NOR BRIDGING. JOIST SUPPLIER SHALL ADD JOIST SELF-WEIGHT AND BRIDGING TO THE DESIGN DEAD LOAD SHOWN.
3. DESIGN JOIST FOR DISTRIBUTED ROOF LIVE LOAD SHOWN OR A 300 LB CONCENTRATED LOAD, WHICHEVER PRODUCES THE GREATER LOAD EFFECTS. CONCENTRATED LOAD SHALL BE LOCATED SO AS TO PRODUCE THE MAXIMUM LOAD EFFECTS IN THE JOIST MEMBERS, (I.E. ADD-LOAD & BEND-CHECK).
4. BRIDGING SHALL BE DETAILED BY THE JOIST SUPPLIER AND SHALL BE IN ACCORDANCE WITH STEEL JOIST INSTITUTE STANDARD SPECIFICATIONS.
5. SEE PLAN FOR NET UPLIFT DUE TO WIND. UPLIFT BRIDGING SHALL BE DETAILED BY THE JOIST SUPPLIER SEE NOTE 4 FOR ADDITIONAL INFORMATION.

11 DOUBLE-PITCHED JOIST LOADING DIAGRAM AND PROFILE AT PARTS
NO SCALE

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LICENSED PROFESSIONAL ENGINEER

WILCO - FLEET SERVICES ADDITION

WILLIAMSON COUNTY FACILITIES
3151 SE INNER LOOP, GEORGETOWN, TX 78626

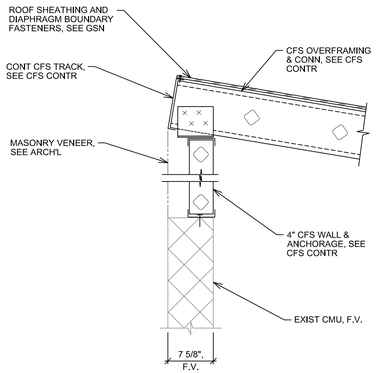
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CONSTRUCTION DOCUMENTS

REVISIONS

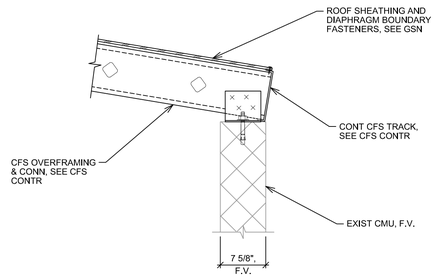
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DATE ISSUED
07/29/2024
SHEET TITLE
STEEL DETAILS

SHEET NUMBER
S501

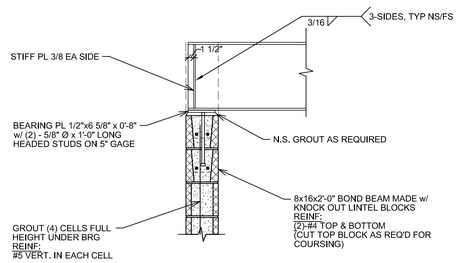
KSS ENGINEERS
280 WESTBURY LN
GEORGETOWN, TX 78633
512-401-3100
F-20710



1 TYPICAL OVERFRAMING DETAIL
NO SCALE



2 TYPICAL OVERFRAMING DETAIL
NO SCALE



3 TYPICAL MASONRY WALL BEARING BEAM DETAIL
NO SCALE

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PROJECT PHASE
CONSTRUCTION DOCUMENTS

REVISIONS

PROJECT NUMBER
2423
DATE ISSUED
07/29/2024
SHEET TITLE
STEEL DETAILS

SHEET NUMBER
S502

MECHANICAL SPECIFICATIONS

A. GENERAL MECHANICAL REQUIREMENTS

1. CONFLICT RESOLUTION: WHERE CONFLICTS MAY EXIST BETWEEN THE MINIMUM REQUIREMENTS OF VARIOUS LAWS, CODES, AUTHORITIES, AND/OR WITHIN THE CONTRACT DOCUMENTS, THE HIGHER QUALITY, GREATER QUANTITY, MORE RESTRICTIVE AND/OR MORE EXPENSIVE REQUIREMENT SHALL BE THE BASIS OF CONTRACTOR PRICING AND THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AND OWNER'S REPRESENTATIVE FOR THE RESOLUTION OF THE ISSUE PRIOR TO EXECUTING THE WORK IN QUESTION.
2. SHOULD ANY ERRORS, OMISSIONS, CONFLICTS, OR AMBIGUITIES EXIST IN THE DRAWINGS, THE CONTRACTOR SHALL BRING THESE TO THE ATTENTION OF THE ENGINEER IMMEDIATELY FOR ADJUSTMENT IN WRITING BEFORE SIGNING THE CONTRACT OR PROCEEDING WITH THE WORK. OTHERWISE, HE SHALL AT HIS OWN EXPENSE, SUPPLY THE PROPER MATERIALS AND LABOR TO MAKE GOOD ANY DAMAGE OR DEFECT CAUSED BY SUCH UNINTENTIONAL ERROR.
3. CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS FOR ACCURACY, AND CONFIRMING THAT THE WORK IS BUILDABLE AS SHOWN AND MEETS ALL APPLICABLE CODES BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.
4. COORDINATION:
   - 4.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING FULL COORDINATION WITH OTHER TRADES AND CONTRACTORS TO ACCOMPLISH THE WORK AS SHOWN AND NOTED IN THESE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPARE THE DRAWINGS OF OTHER TRADES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
   - 4.2. THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL ITEMS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED. PRIOR TO FABRICATION OR INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE PROJECT COORDINATOR.
   - 4.3. DUCTWORK, PIPING, CONDUIT, CABLING, ETC. SHOWN ON DRAWINGS SHALL BE COORDINATED WITH AIR DISTRIBUTION DEVICES, SPECIAL CEILING, FLOOR, AND STRUCTURE CONSTRUCTION, ETC. PROVIDE ADDITIONAL RISES AND DROPS TO THOSE INDICATED ON THE DRAWINGS AS REQUIRED TO COORDINATE WITH ARCHITECTURAL, STRUCTURAL OR MEP ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS. ALL UTILITIES SHALL BE ROUTED IN AN ORDERLY MANNER, GROUPED TOGETHER WHEREVER POSSIBLE, AND LOCATED SO AS TO CONSERVE BUILDING SPACE. DUCTWORK, PIPING, CONDUIT, CABLING, ETC. SHOWN ON EACH PLAN IS RUN ABOVE THE CEILING ON THE FLOOR WHERE IT IS SHOWN UNLESS OTHERWISE NOTED.
5. AS-BUILTS: THE CONTRACTOR SHALL MAINTAIN HIS SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES SO THAT ALL CHANGES BETWEEN THE DRAWINGS AND THE ACTUAL CONSTRUCTION CAN BE NOTED ON THE DRAWINGS. THIS INCLUDES ALL DEVIATIONS FROM THE ORIGINAL CONTRACT. THE CONTRACTOR SHALL INDICATE ALL CHANGES FROM THE ORIGINAL PLANS MADE DURING THE INSTALLATION OF HIS WORK IN RED INK ON TWO BLUELINE PRINTS. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL SIGN AND DATE THE DRAWINGS CERTIFYING THAT THEY ARE AN ACCURATE REFLECTION OF THE ACTUAL CONSTRUCTION. AS-BUILT DRAWINGS ARE TO BE DELIVERED TO THE OWNER'S PROJECT COORDINATOR AFTER PROJECT COMPLETION. NOTE THAT THE FINAL INVOICE FOR THE CONTRACT WILL NOT BE PAID BY THE OWNER UNTIL FINAL AS-BUILT DRAWINGS ARE RECEIVED.
6. STARTUP AND TRAINING: VENDORS FOR ALL MAJOR PIECES OF EQUIPMENT SHALL PROVIDE STARTUP ASSISTANCE AND A MINIMUM OF 2 HOUR OWNER TRAINING.

B. SUBMITTALS

1. CONTRACTOR SHALL PROVIDE PRODUCT DATA SUBMITTALS ON ALL MAJOR EQUIPMENT, COMPONENTS, AND MATERIALS SPECIFIED IN THESE PLANS FOR ENGINEER'S AND OWNER'S REVIEW AND ACCEPTANCE PRIOR TO INSTALLATION.
   - 1.1. COMPLIANCE DATA: PUBLISHED LITERATURE, CERTIFICATES, AND LISTS INDICATING THE PRODUCT'S COMPLIANCE WITH STANDARDS REFERENCED IN THESE SPECIFICATIONS.
   - 1.2. PUBLISHED LITERATURE: INDICATE DIMENSIONS, WEIGHTS, CAPACITIES, RATINGS, HORSEPOWER, GAGES, AND FINISHES OF MATERIALS, AND ELECTRICAL CHARACTERISTICS AND CONNECTION REQUIREMENTS.
   - 1.3. PERFORMANCE DATA: PERFORMANCE DATA INCLUDING FAN CURVES, PUMP CURVES, AND EQUIPMENT OUTPUT CAPACITIES COMPLETE WITH RATING CONDITIONS AS SCHEDULED ON CONTRACT DRAWINGS. AS A MINIMUM SUBMITTED DATA SHALL INCLUDE ALL PERFORMANCE DATA SCHEDULED OR NOTED ON CONTRACT DRAWINGS.
   - 1.4. SOUND POWER LEVEL DATA: EQUIPMENT SOUND POWER LEVEL AT 63, 125, 250, 500, 1000, 2000, 4000, AND 8000 HZ OCTAVE BAND CENTER FREQUENCIES PLUS DB A WEIGHTED SOUND LEVEL. DATA SHALL INCLUDE DISTANCE FROM EQUIPMENT TO TEST EQUIPMENT.
   - 1.5. ELECTRICAL REQUIREMENTS: POWER SUPPLY WIRING INCLUDING WIRING DIAGRAMS FOR INTERLOCK AND CONTROL WIRING, CLEARLY INDICATING FACTORY-INSTALLED AND FIELD-INSTALLED WIRING.
   - 1.6. SHOP DRAWINGS: INDICATE ASSEMBLY, UNIT DIMENSIONS, WEIGHT LOADING, REQUIRED CLEARANCES, CONSTRUCTION DETAILS, FIELD CONNECTION DETAILS, AND ELECTRICAL CHARACTERISTICS AND CONNECTION REQUIREMENTS.
   - 1.7. MANUFACTURER'S INSTRUCTIONS: INCLUDE INSTALLATION INSTRUCTIONS.
   - 1.8. CERTIFICATES: SIGNED LETTERS CERTIFYING COMPLIANCE WITH SPECIFIED REQUIREMENTS.
   - 1.9. CALCULATIONS: DESIGN AND/OR DESIGN CALCULATIONS.
   - 1.10. MANUFACTURER'S WARRANTIES.
   - 1.11. INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.
2. SHOP DRAWINGS: ALL SHOP DRAWINGS, INCLUDING PRODUCT DATA SUBMITTALS, SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMITTING TO THE ENGINEER. ALL SHOP DRAWINGS NOT REVIEWED BY THE CONTRACTOR WILL BE RETURNED WITHOUT REVIEW. AFTER REVIEW HAS BEEN COMPLETED, SUBMIT A COPY OF EACH SHOP DRAWING TO THE OWNER WITH THE APPROVAL SEAL OF THE ENGINEER AND THE CONTRACTOR. THE USE OF REPRODUCTIONS OF THESE CONTRACT DRAWINGS BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR OR MATERIAL SUPPLIER, IN LIEU OF THE PREPARATION OF SHOP DRAWINGS IS FORBIDDEN. SHOP DRAWINGS RECEIVED BEARING THE ENGINEER'S TITLE AND SEAL SHALL BE PROMPTLY REJECTED.

C. DUCTWORK

1. PROVIDE DUCTWORK MATERIALS PER THE DUCTWORK SCHEDULE ON THE DRAWINGS. USE ONLY THE JOINING METHODS SHOWN IN THE SCHEDULE.

D. HANGERS AND SUPPORTS

1. ALL OPENINGS THROUGH FLOORS, WALLS, AND ROOFS, ETC., REGARDLESS OF MATERIAL FOR THE PASSAGE OF PIPING, DUCTWORK, CONDUIT, CABLE TRAYS, ETC., SHALL BE SLEEVED. ALL PENETRATIONS MUST PASS THROUGH SLEEVES. SLEEVES SHALL BE SET IN NEW CONSTRUCTION BEFORE CONCRETE IS POURED, AS CUTTING HOLES THROUGH ANY PART OF THE CONCRETE WILL NOT BE PERMITTED UNLESS ACCEPTABLE TO THE ARCHITECT/ENGINEER.
   - 1.1. SLEEVE MATERIAL FOR FLOORS AND EXTERIOR WALLS SHALL BE SCHEDULE 40 GALVANIZED STEEL WITH 1-1/2 WIDE CENTER FLANGE WELDED WATER STOP RINGS. REFER TO DRAWINGS FOR ADDITIONAL REQUIREMENTS.
   - 1.2. SLEEVES THRU INTERIOR WALLS TO BE GALVANIZED SHEETMETAL WITH GAGE AS REQUIRED BY WALL FIRE RATING, 20 GA MINIMUM.

F. IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

1. PROVIDE AND INSTALL PLASTIC VINYL FILM TAPE DUCT MARKERS WITH PRESSURE SENSITIVE BACKING AND 4" PRINTED MARKINGS. MINIMUM SIZE 24"X4". DUCTS SHALL BE LABELED EVERY 20 LINEAR FEET OF DUCT. EACH DUCT BRANCH SHALL BE LABELED WITH ROOMS AND AREAS SERVED.
2. PROVIDE AND INSTALL PLASTIC VINYL FILM TAPE PIPE MARKERS WITH PRESSURE SENSITIVE BACKING AND PRINTED MARKINGS. COLOR AND LETTERING SHALL CONFORM TO ASME A13.1. EVERY 20 LINEAR FEET OF DUCT. EACH DUCT BRANCH SHALL BE LABELED WITH ROOMS AND AREAS SERVED.
3. PROVIDE AND INSTALL 2" TALL ENGRAVED PHENOLIC PLASTIC EQUIPMENT TAGS, WHITE LETTERS ON BLACK BACKGROUND, FOR ALL EQUIPMENT TO MATCH TAGS INDICATED ON PLANS. IF EXISTING TAGS ARE PRESENT EITHER FROM THE MANUFACTURER OR EXISTING CONDITIONS, COVER OR PAINT OVER THE OLD TAG AS REQUIRED TO ELIMINATE CONFLICTING TAG NAMES. LABEL THERMOSTATS TO MATCH UNIT DESIGNATION. INDICATE ELECTRICAL PANEL AND CIRCUIT BREAKER NUMBER IDENTIFICATION ON NAMEPLATE IN SMALLER LETTERS IN PARENTHESES.
4. PROVIDE AND INSTALL BRASS VALVE TAGS WITH STAMPED LETTER WITH A MINIMUM TAG SIZE OF 1-1/2" DIAMETER WITH FINISHED EDGES. PROVIDE A PLASTIC LAMINATED VALVE TAG CHART WITH TYPEWRITTEN LETTER SIZE LIST OF APPLIED TAGS AND LOCATION.

H. HVAC INSULATION

1. PROVIDE HVAC INSULATION ON DUCT AND PIPE TO MEET THE MINIMUM THICKNESS REQUIREMENTS OF IECC 2015.
2. INSULATE ENTIRE EQUIPMENT SURFACES FOR EQUIPMENT CONTAINING FLUIDS BELOW AMBIENT TEMPERATURE AND ABOVE 100 DEGREES F.

MECHANICAL GENERAL NOTES

1. ALL WALL MOUNTED ROOM THERMOSTATS SHALL BE LOCATED 48" A.F.F., CENTERED ADJACENT TO LIGHT SWITCHES WHERE BOTH OCCUR IN THE SAME LOCATION. WHERE LOCATED ON COLUMN, THERMOSTAT SHALL BE CENTERED. TEMPERATURE SENSORS SHALL BE MOUNTED AT 70" A.F.F. SENSORS MOUNTED ON EXTERIOR COLUMNS SHALL BE MOUNTED ON INSULATED BASES. CONFIRM EXACT LOCATIONS OF THERMOSTATS WITH OWNER'S REPRESENTATIVE.
2. LOCATION OF AIR DEVICES SHALL BE COORDINATED W/ ARCHITECTURAL REFLECTED CEILING PLANS. TO ACHIEVE THE BEST COMBINATION OF PERFORMANCE AND AESTHETICS, THE FINAL LOCATIONS OF AIR DEVICES SHALL BE DETERMINED FROM THE ARCHITECTURAL REFLECTED CEILING PLANS. NO CHANGES TO AIR DEVICE LOCATIONS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE ARCHITECT AND ENGINEER. SPRAY PAINT INTERIOR OF DUCTWORK BEHIND OR ABOVE AIR DEVICES TO 12" INSIDE DUCTWORK OPENING WITH FLAT BLACK PAINT TO RENDER DUCT INTERIOR INVISIBLE. LOCATE LOUVERED RETURN GRILLE BLADES SUCH THAT VISION INTO DUCT INTERIOR IS RESTRICTED.
3. DUCTWORK, PIPING, CONDUIT, CABLING, ETC. SHOWN ON DRAWINGS SHALL BE COORDINATED WITH AIR DISTRIBUTION DEVICES, SPECIAL CEILING, FLOOR, AND STRUCTURE CONSTRUCTION, ETC. PROVIDE ADDITIONAL RISES AND DROPS TO THOSE INDICATED ON THE DRAWINGS AS REQUIRED TO COORDINATE WITH ARCHITECTURAL, STRUCTURAL OR MEP ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS. DUCTWORK, PIPING, CONDUIT, CABLING, ETC. SHOWN ON EACH PLAN IS RUN ABOVE THE CEILING ON THE FLOOR WHERE IT IS SHOWN UNLESS OTHERWISE NOTED.
4. ALL DUCT SIZES ARE INSIDE CLEAR DIMENSIONS IN INCHES.
5. WHERE DUCTS PASS THROUGH ROOFS AND FLOORS, PROVIDE AS MINIMUM 1-1/2"x1-1/2"x1/8" STEEL ANGLE FRAMES AT EACH SIDE OF OPENING. THE ANNULAR SPACE BETWEEN DUCT AND ANGLE FRAMES SHALL BE CAULKED WITH SILICONE SEALANT OR FIREPROOFED AS REQUIRED BY ASSEMBLY FIRE RATING.
6. FLEXIBLE COLLARS SHALL BE FURNISHED AND INSTALLED IN ALL CONNECTIONS BETWEEN VIBRATING EQUIPMENT (FANS, AIR HANDLERS, ROOFTOP UNITS, ETC.) AND DUCTS OR CASINGS. ALSO FURNISH AND INSTALL FLEXIBLE CONNECTIONS WHERE DUCTS CROSS BUILDING EXPANSION JOINTS.
7. PROVIDE COMBINATION FIRE/SMOKE DAMPERS IN ALL DUCTWORK PIERCING FLOORS, FIRE WALLS AND AIR CONDITIONING CHASES, UNLESS OTHERWISE NOTED. DAMPERS INSTALLED IN ASSEMBLIES OF LESS THAN A 3-HOUR RATING SHALL HAVE A RATING OF 1.5 HOUR MINIMUM. DAMPERS INSTALLED IN AN ASSEMBLY OF GREATER THAN A 3-HOUR RATING SHALL HAVE A RATING OF 3 HOURS. ALL DAMPERS SHALL CONFORM TO THE REQUIREMENTS OF UL 555.
8. PROVIDE AND INSTALL DUCT ACCESS DOORS AT ALL COMBINATION FIRE/SMOKE DAMPER LOCATIONS. SCORE END OF DAMPER SHAFTS TO INDICATE OPEN/CLOSED POSITION.
9. LOCATION OF MECHANICAL EQUIPMENT IS APPROXIMATE WHERE SHOWN. FIELD ADJUST AS REQUIRED. MAINTAIN ACCESS TO EQUIPMENT FOR MAINTENANCE. SUFFICIENT SPACE SHALL BE MAINTAINED FOR REMOVAL OF INDIVIDUAL COMPONENTS WITHOUT REMOVAL OF THE ENTIRE UNIT.
10. CONTRACTOR SHALL APPLY ADHESIVE PLASTIC PIPE MARKERS WITH MINIMUM INFORMATION INDICATING FLOW DIRECTION ARROW AND FLUID IN PIPE. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. APPLY ON NEW AND EXISTING PIPING AT 20 FT. INTERVALS AND AT EACH CHANGE IN DIRECTION.
11. VIBRATION ISOLATION DEVICES SHALL BE PROPERLY SIZED, FURNISHED, AND INSTALLED FOR ALL EQUIPMENT AS SPECIFIED.
12. INSTALL A NEW SET OF AIR FILTERS ON ALL APPLICABLE EQUIPMENT AT COMPLETION OF PROJECT.
13. FURNISH AND INSTALL ALL MITERED ELBOWS WITH TURNING VANES. RADIUSED RECTANGULAR ELBOWS SHALL HAVE CENTER LINE RADIUS TO WIDTH RATIO (R/W) OF 1.5 UNLESS OTHERWISE SPECIFIED. ALL ROUND ELBOWS SHALL HAVE A CENTERLINE RADIUS TO DIAMETER RATIO (R/D) OF 1.5 UNLESS NOTED OTHERWISE
14. PROVIDE PIPE HANGERS OR SUPPORTS FOR HORIZONTAL PIPING ON SPACING ADEQUATE TO PREVENT SAGGING. PROVIDE COPPER PLATED HANGERS AND SUPPORTS FOR COPPER PIPING. PLACE HANGER WITHIN TWELVE INCHES OF EACH HORIZONTAL ELBOW.
15. AN NEBB OR AABC CERTIFIED CONTRACTOR SHALL BALANCE ALL AIRSIDE AND WATERSIDE SYSTEMS TO THE QUANTITIES AND FLOWRATES SHOWN ON THE DRAWINGS AND FURNISH A CERTIFIED TESTING AND BALANCING REPORT TO THE ENGINEER FOR REVIEW AND APPROVAL.

MECHANICAL SYMBOLS

- NEW DUCTWORK INDICATED BOLD
- EXISTING DUCTWORK INDICATED AS DASHED
- CONCENTRIC TRANSITION
- ECCENTRIC TRANSITION
- RECTANGULAR ELBOW WITHOUT TURNING VANES
- RECTANGULAR ELBOW WITH TURNING VANES
- STANDARD SMACNA DUCT PRESSURE TAP
- ROUND SPIN-IN WITHOUT DAMPER
- ROUND SPIN-IN WITH DAMPER
- VD — MANUAL VOLUME DAMPER
- MD — MOTORIZED DAMPER
- FD — FIRE DAMPER IN VERTICAL POSITION
- FD — FIRE DAMPER IN HORIZONTAL POSITION
- SFD — COMBINATION SMOKE/FIRE DAMPER IN VERTICAL POSITION
- SFD — COMBINATION SMOKE/FIRE DAMPER IN HORIZONTAL POSITION
- NEW-TO-EXISTING CONNECTION
- (SD) — SMOKE DETECTOR
- FLEXIBLE CONNECTION
- ROUND SPIN-IN DAMPER AND FLEXIBLE DUCT RUNOUT
- POSITIVE PRESSURE DUCT DOWN
- POSITIVE PRESSURE DUCT UP
- NEGATIVE PRESSURE DUCT DOWN
- NEGATIVE PRESSURE DUCT UP
- SUPPLY AIR DIFFUSER
- RETURN AIR DIFFUSER
- EXHAUST AIR DIFFUSER
- SIDEWALL RETURN/EXHAUST GRILLE
- SIDEWALL SUPPLY GRILLE
- SLOT DIFFUSER
- HEPA FILTER
- (T)N — THERMOSTAT OR TEMPERATURE SENSOR MOUNTED AT +48" AFF SUBSCRIPT "N" NEW, "E" EXISTING TO REMAIN, "R" RELOCATE
- (SP) — STATIC PRESSURE SENSOR
- (DP) — DIFFERENTIAL PRESSURE SENSOR
- (CO) — CO2 SENSOR
- AIRFLOW DIRECTIONAL INDICATOR (SUPPLY)
- AIRFLOW DIRECTIONAL INDICATOR (RETURN OR EXHAUST)
- TAG / A 50 / 6"Ø — CFM; AIR DEVICE TAG; NECK SIZE

SINGLE LINE DUCT SYMBOLS

- DEMOLITION
- EXISTING TO REMAIN
- NEW WORK
- DIRECTION OF FLOW
- 24/12 — DUCT SIZE, FIRST FIGURE IS SIDE SHOWN (DIMENSIONS ARE CLEAR INSIDE, U.N.O.)
- CONCENTRIC DUCT REDUCER
- ECCENTRIC DUCT REDUCER
- SQUARE DUCT TO ROUND DUCT
- DUCT CAP
- ROUND DUCT DOWN
- ROUND DUCT UP
- RECTANGULAR RETURN DUCT DOWN
- RECTANGULAR RETURN DUCT UP
- RECTANGULAR SUPPLY DUCT DOWN
- RECTANGULAR SUPPLY DUCT UP
- FLEXIBLE DUCT TO DIFFUSER DROP
- UP / DN — CHANGE OF ELEVATION UP OF DOWN IN DIRECTION OF AIRFLOW
- RADUIS ELBOW (45° & 90°)
- RECTANGULAR ELBOW (45° & 90°)
- VD / VD — RECTANGULAR 90° SPLIT
- VD / VD — RECTANGULAR TEE SPLIT (NO VOLUME DAMPER REQUIRED ON EQUAL SPLITS)
- VD / VD — RADIUS TEE SPLIT
- SIDEWALL REGISTER TAP
- VD / VD — BRANCH DUCT TAP (w/ SMACNA 45° FITTING)
- SPIN-IN DUCT TAP
- CONICAL DUCT TAP

MECHANICAL PIPING SYMBOLS

- BLIND FLANGE OR CAP
- PIPING BREAK FOR PLAN CLARITY
- CD — CONDENSATE DRAIN (COND.)
- CWS — CONDENSER WATER SUPPLY
- CWR — CONDENSER WATER RETURN
- CHWS — CHILLED WATER SUPPLY
- CHWR — CHILLED WATER RETURN
- HPS — HIGH PRESSURE STEAM
- MPS — MEDIUM PRESSURE STEAM
- LPS — LOW PRESSURE STEAM
- HPC — HIGH PRESSURE CONDENSATE
- MPC — MEDIUM PRESSURE CONDENSATE
- LPC — LOW PRESSURE CONDENSATE
- PC — PUMPED CONDENSATE
- HWS — HEATING HOT WATER SUPPLY
- HWR — HEATING HOT WATER RETURN
- CA — COMPRESSED AIR
- CDA — CLEAN DRY COMPRESSED AIR
- N — NITROGEN
- DI — DE-IONIZED WATER
- V — VACUUM
- RL — REFRIGERANT LIQUID
- RS — REFRIGERANT SUCTION
- GATE VALVE
- OS&Y
- PLUG VALVE
- BALL VALVE
- BUTTERFLY VALVE
- STRAINER
- STRAINER WITH BLOWDOWN VALVE
- CHECK VALVE
- RELIEF VALVE
- UNION
- FLEXIBLE CONNECTION
- CONCENTRIC REDUCER
- ECCENTRIC REDUCER
- MANUAL AIR VENT
- AUTOMATIC AIR VENT
- THERMOMETER
- PRESSURE GAGE
- HOSE BIBB (PLAN)
- HOSE BIBB (ELEVATION)
- 2-WAY CONTROL VALVE (PNEUMATIC)
- 3-WAY CONTROL VALVE (PNEUMATIC)
- 2-WAY CONTROL VALVE (ELECTRIC)
- 3-WAY CONTROL VALVE (ELECTRIC)

MECHANICAL DESIGN CRITERIA

MECHANICAL DESIGN CONDITIONS

SUMMER

OUTDOOR DESIGN:	98° F DB / 74° F WB
CONDENSER DESIGN:	105° F DB AMB.

WINTER

OUTDOOR DESIGN:	22° F DB

INDOOR DESIGN

SUMMER DESIGN:	75° F DB / 50% RH (MAXIMUM)
WINTER DESIGN:	72° F DB

PROJECT CLOSEOUT

THE HVAC CONTRACTOR SHALL PERFORM THE FOLLOWING TASKS UPON PROJECT COMPLETION. ALL REQUIRED REPORTS AND AS-BUILTS SHALL BE SUBMITTED WITHIN TWO (2) WEEKS OF DATE OF SUBSTANTIAL COMPLETION OR OWNER OCCUPANCY.

A. PROVIDE AND INSTALL CLEAN FILTERS FOR ALL EQUIPMENT.

B. SUBMIT REQUIRED NUMBER OF COPIES OF HVAC TEST-ADJUST-BALANCE REPORTS TO THE OWNER FOR REVIEW.

C. SUBMIT "AS-BUILT" RECORD DRAWINGS INDICATING ACTUAL AS-BUILT CONDITIONS TO THE OWNER FOR REVIEW. RECORD DRAWINGS SHALL BE STAMPED "AS-BUILT" AND SHALL HAVE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE CONTRACTOR. ALL ENGINEERS' SEALS SHALL BE REMOVED FROM THE DRAWINGS. PROVIDE TWO (2) COPIES.

D. SUBMIT REQUIRED NUMBER OF COPIES OF OWNERS MAINTENANCE MANUALS. THE MANUALS SHALL INCLUDE RATINGS, CAPACITIES, PARTS LISTS, WIRING DIAGRAMS, SERVICE/MAINTENANCE RECOMMENDATIONS, AND WARRANTIES.

E. SUBMIT WRITTEN RESPONSE TO ALL FIELD REPORTS INDICATING CORRECTIVE ACTIONS TAKEN AND DATE CORRECTIVE ACTION WAS TAKEN TO THE OWNER FOR REVIEW.

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09/13/24

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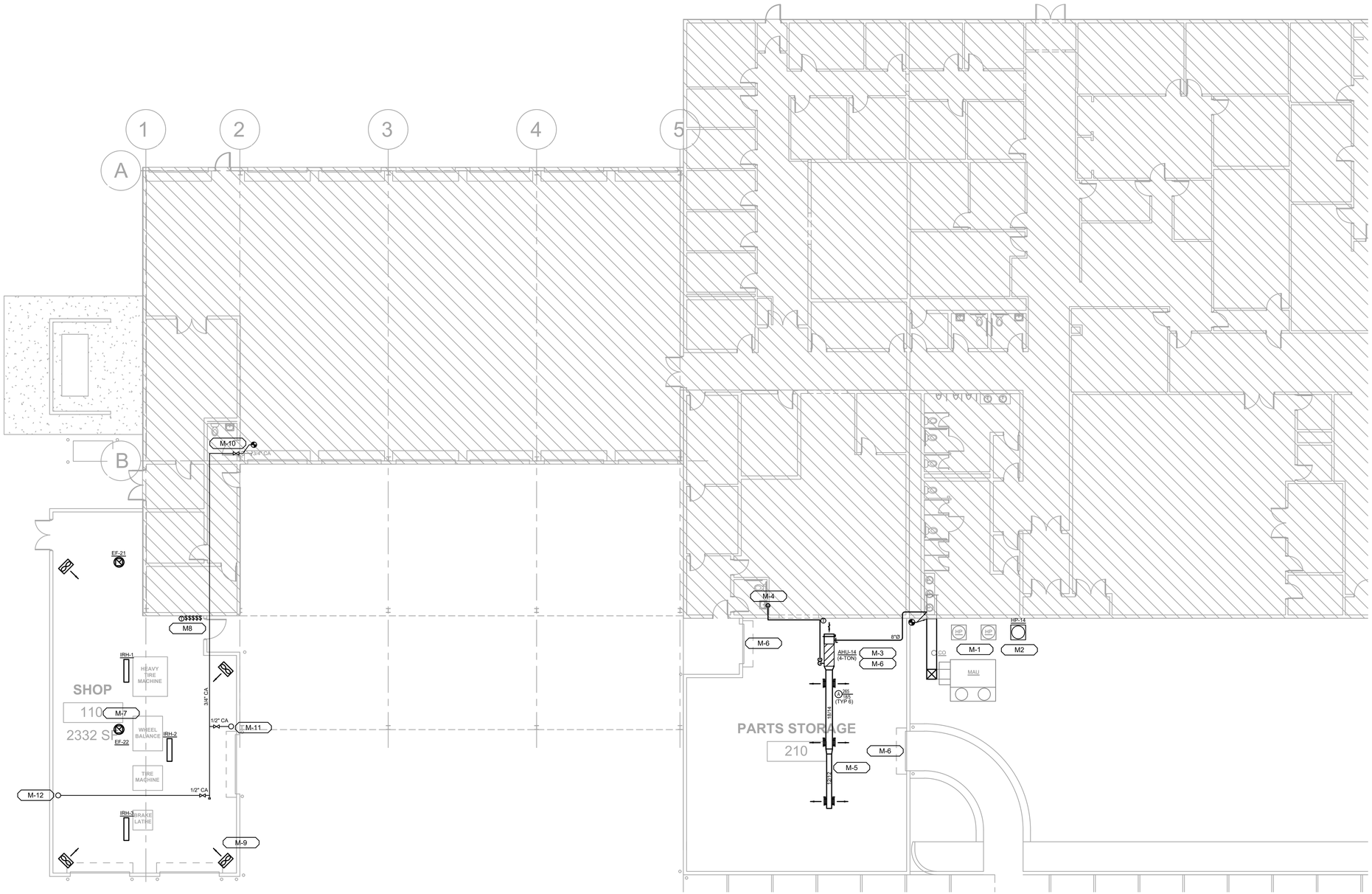
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MECHANICAL
NOTES & SYMBOLS



1 **MECHANICAL FLOOR PLAN**
3/32" = 1'-0"

GENERAL NOTES

1. APPLICABLE CODES: IBC 2021, IFC 2021, IMC 2021, AND IECC 2021 WITH LOCAL AMENDMENTS.
2. ALL HVAC EQUIPMENT TO BE APPROVED BY OWNER, ARCHITECT, AND ENGINEER PRIOR TO PURCHASING. ALL HVAC EQUIPMENT TO MEET ALL APPLICABLE CODES AND MINIMUM EFFICIENCIES.
3. PROVIDE DUCTWORK TRANSITIONS AT ALL EQUIPMENT AS REQUIRED.
4. SEAL ALL DUCTWORK PENETRATIONS THROUGH WALLS TO STRUCTURE LEAK TIGHT. PROVIDE DUCTWORK SLEEVES AT ALL WALL PENETRATIONS.
5. PROVIDE MANUAL VOLUME DAMPERS IN DUCTWORK AT ALL BRANCH DUCTS TO AIR DEVICES INCLUDING EXHAUST AIR GRILLES. PROVIDE YOUNG'S REGULATORS ABOVE HARD CEILINGS.
6. ALL MITERED ELBOWS TO BE PROVIDED WITH TURNING VANES.
7. INSULATE EXTERIOR OF ALL SUPPLY AIR DIFFUSERS.
8. MAINTAIN ALL NEC REQUIRED AND NECESSARY MAINTENANCE CLEARANCES.

MECHANICAL KEYED NOTES (M-1)

1. RELOCATE EXISTING MAU TO LOCATION SHOWN. ROUTE ELEVATED DUCTWORK ABOVE EXISTING PLUMBING AND RECONNECT TO EXISTING DUCTWORK. PROVIDE WALL SUPPORTS OR STANCHIONS AS REQUIRED. RELOCATE EXISTING DUCT MOUNTED SENSOR.
2. PROVIDE CONCRETE HOUSEKEEPING PAD FOR ALL CONDENSING UNITS. FIELD COORDINATE EXACT LOCATIONS. PROVIDE REFRIGERANT PIPING WITH ALUMINUM JACKET AND PENETRATE EXTERIOR THE WALL WITH A PIPE SLEEVE SEALED LEAK TIGHT.
3. HORIZONTAL DX SPLIT SYSTEM WITH AUX DRAIN PAN AND FLOAT SWITCH MOUNTED TIGHT TO STRUCTURE. ROUTE 8" OUTSIDE AIR TO EXISTING MAU SUPPLY DUCT AND BALANCE TO 170 CFM. REFER TO AHU DETAIL FOR MORE INFORMATION.
4. ROUTE 3/4" INSULATED PVC CONDENSATE DRAIN RESTROOM AND TERMINATE IN LAVATORY TAIL-PIECE.
5. PROVIDE EXPOSED RECTANGULAR DUCT WITH 1" INTERNAL LINER. SIZES SHOWN ARE INSIDE DIAMETER. PAINT DUCTWORK WHITE.
6. AHU TO BE INTERLOCKED WITH ALL GARAGE DOORS USING A WHISKER SWITCH PER IECC 2021. THE AHU SHALL BE OFF WHEN THE GARAGE DOOR IS OPEN.
7. PROVIDE NEW AUTOMATED LOGIC HVAC CONTROL SYSTEM FOR AHU/HP-14, EF-21, & EF-22. ADD SPACE TEMPERATURE MONITORING FOR 110 SHOP & 210 PARTS STORAGE. CONNECT TO EXISTING AUTOMATED LOGIC HVAC CONTROL SYSTEM WITHIN THE EXISTING FLEET SHOP. MATCH EXISTING AHU AND EF CONTROL POINTS. ALL EXPOSED INTERIOR & EXTERIOR CONTROL WIRING TO BE IN CONDUIT.
8. PROVIDE OVERRIDE SWITCHES FOR EXHAUST FANS AND INFRARED HEATERS.
9. PROVIDE 30" OSCILLATING FANS WALL MOUNTED IN EACH CORNER OF THE SHOP (QTY 4).
10. CONNECT TO EXISTING 3/4" THREADED BLACK STEEL COMPRESSED AIR PIPING AND ROUTE PIPING UP IN ROOF STRUCTURE.
11. PROVIDE 3/8" COMPRESSED AIR HOSE REEL - 50' LENGTH.
12. PROVIDE 1/2" COMPRESSED AIR HOSE REEL - 50' LENGTH.

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MECHANICAL FLOOR PLAN

DUCTWORK SCHEDULE

DUCT SYSTEM	SERVICE	MATERIAL	PRESSURE CLASS	SEAL CLASS	INSULATION		REMARKS
					INTERIOR CONCEALED	INTERIOR EXPOSED	
SA	SUPPLY AIR	GALVANIZED STEEL	+ 1" W.G.	A	1.5" DWF-FSK R=8 MIN	1" DLR R=6 MIN	NONE
RA	RETURN AIR	GALVANIZED STEEL	- 1" W.G.	A	1.5" DWF-FSK R=8 MIN	1" DLR R=6 MIN	NONE
OA	UNCONDITIONED OUTSIDE AIR	GALVANIZED STEEL	- 1" W.G.	A	1.5" DWF-FSK R=8 MIN	DLR R=6 MIN	NONE
EA	EXHAUST AIR	GALVANIZED STEEL	- 1" W.G.	A	1.5" DWF-FSK R=8 MIN	NONE	NONE
SA / RA	FINAL AIR DEVICE CONNECTIONS	FLEXIBLE ROUND DUCTWORK	N/A	N/A	R=6 MIN	R=6 MIN	FLEXIBLE DUCTWORK LIMITED TO 5 FEET MAX

NOTES:
1. ALL DUCT SIZES INDICATE INSIDE CLEAR DIMENSIONS IN INCHES.
2. ALL DUCTWORK TO BE CONSTRUCTED PER SMACNA STANDARDS.
3. DWF- FLEXIBLE DUCT WRAP, DWR - RIGID DUCT WRAP, DLF - FLEXIBLE DUCT LINER, DLR - RIGID DUCT LINER.
4. ASJ - ALL SERVICE JACKET, FSK - FOIL-SKRIM-KRAFT JACKET, MAS - MASTIC JACKET, AL - ALUMINUM JACKET, PVC - PVC JACKET
5. DUCTWORK IN VENTILATED ATTICS TO BE INSULATED PER THE EXTERIOR INSULATION REQUIREMENTS.
6. DUCTWORK IN RETURN AIR PLENUMS TO BE INSULATED PER THE INTERIOR EXPOSED REQUIREMENTS
7. ALL DUCTWORK SUPPORTS SHALL BE FURNISHED AND INSTALLED PER SMACNA HVAC DUCT CONTRUCTION STANDARDS.

AIR DISTRIBUTION DEVICE SCHEDULE

MARK	MANUF.	MODEL	TYPE	CONSTRUCTION	NOTES
A	PRICE	520FS	SUPPY DOUBLE DEFLECTION SIDEWALL	STEEL	SIZES SHOWN ON PLANS. FURNISH WITH OPPOSED BLADE DAMPER AND FRONT FRONT BLADES PARALLEL TO THE VERTICAL DIMENSION

NOTES:
1. PROVIDE MAKE AND MODEL SPECIFIED OR ENGINEER APPROVED SUBSTITUTE.
2. COORDINATE AIR DEVICE COLOR SELECTION WITH ARCHITECT.
3. ALL CEILING SUPPLY DIFFUSERS TO HAVE INSULATED BACKS.
4. ALL CEILING MOUNTED SUPPLY AND RETURNS IN GYP OR PLASTER CEILINGS SHALL BE INSTALLED WITH A LAY-IN PLASTER FRAME

LOUVER SCHEDULE

TAG	MANUFACTURER	MODEL	SERVICE	OPENING SIZE (IN/IN)	MAX. VOLUME (CFM)	MAX. VELOCITY (FPM)	MAX P.D. (IN. W.G.)	CONSTRUCTION
L-1	RUSKIN	ELF375DX	FLEET SHOP	48x32	2,500	500	0.1	ALUMINUM

NOTES:
1. PROVIDE MAKE AND MODEL SPECIFIED OR ENGINEER APPROVED EQUAL.
2. FURNISH WITH BIRDSCREEN CONSTRUCTED OF GALVANIZED STEEL MESH.
3. PROVIDE LOUVER WITH BACKDRAFT DAMPER.
4. ALL LOUVERS TO HAVE MINIMUM 50% FREE AREA.
5. COORDINATE COLOR WITH ARCHITECT

DX SPLIT SYSTEM SCHEDULE (INDOOR UNIT)

MARK	MFTR	MODEL	TOTAL AIR CFM	OUTSIDE AIR CFM	% OUTSIDE AIR	FILTER	COOLING		HEAT PUMP		AUX HEAT		SUPPLY FAN		ELECTRICAL			NOTES
							SENSIBLE MBH	TOTAL MBH	TEMP RISE	TOTAL MBH	KW	NO. OF STAGES	E.S.P. INCHES	MOTOR HP	V/PH	MCA	MOCP	
AHU-14	CARRIER	FJ4D	1,600	150	9%	1" MERV 8	45.3	47.6	27.5	47.8	15.0	1	0.5	3/4	480/3	25.5	30	PROVIDE 408V/3PH - 15KW HEATER WITH 208V/1PH XFMR

NOTES:
1. PROVIDE THE MAKE AND MODEL SPECIFIED OR AN ENGINEER APPROVED EQUAL.
2. PROVIDE DX SPLIT SYSTEMS WITH CONTROLS INCLUDING WALL MOUNTED ELECTRONIC 7-DAY PROGRAMMABLE THERMOSTATS WITH AUTOMATIC HEAT/COOL SWITCH-OVER CAPABILITY.
3. PROVIDE ALL INDOOR UNITS WITH SINGLE POINT ELECTRICAL CONNECTION.
4. THE MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL FLEXIBLE DUCT CONNECTIONS AT THE SUPPLY AND RETURN CONNECTIONS OF THE INDOOR FAN COIL UNIT.
5. THE MECHANICAL CONTRACTOR SHALL FURNISH AND INSTALL ALL REFRIGERATION PIPING IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND REQUIREMENTS.
6. THE MECHANICAL CONTRACTOR SHALL INSTALL SECONDARY DRIP PANS UNDER ALL CONCEALED INDOOR FAN COIL UNITS. THE SECONDARY DRIP PAN SHALL BE MONITORED BY A FLOAT SWITCH THAT IS INTERLOCKED TO THE SUPPLY FAN SUCH THAT THE UNIT WILL SHUT DOWN UPON DETECTION OF CONDENSATE IN THE SECONDARY PAN.

DX SPLIT SYSTEM SCHEDULE (OUTDOOR UNIT)

MARK	MFTR	MODEL	TYPE	NOMINAL TONS	COOLING STAGES	MIN EFFICIENCY SEER2	ELECTRICAL			NOTES
							V/PH	MCA	MOCP	
HP-14	CARRIER	25SCA	HEAT PUMP	4	1	14.3 SEER2 7.5 HSPF2	208/1	32.8	50	

NOTES:
1. PROVIDE THE MAKE AND MODEL SPECIFIED OR AN ENGINEER APPROVED EQUAL.
2. PROVIDE ALL OUTDOOR UNITS WITH SINGLE POINT ELECTRICAL CONNECTION.

FAN SCHEDULE

MARK	MAKE	MODEL	SERVICE	FAN				MOTOR				NOTES
				FLOW (CFM)	SPEED (RPM)	SP (IN. WG.)	MAX SONES	POWER (HP)	SPEED (RPM)	V/PH	DRIVE	
EF-21 & 22	GREENHECK	G-090-VG	FLEET SHOP	600	1,501	0.25	7.0	1/10	1,550	120/1	DIRECT	1,2

NOTES:
1. PROVIDE MAKE AND MODEL SPECIFIED OR ENGINEER APPROVED EQUAL.
2. PROVIDE WITH 14" CURB AND BACKDRAFT DAMPER.

ELECTRIC INFRARED HEATER SCHEDULE

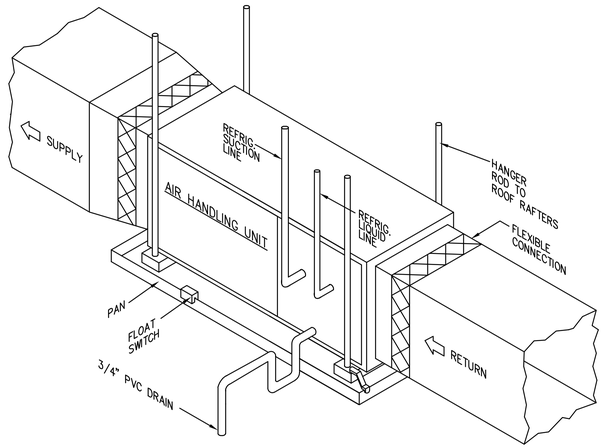
MARK	MAKE	MODEL	LAMPS (QTY)	PATTERN (DEG)	ELECTRIC DATA				REMARKS
					KW	FLA	MOCP	V/PH	
IRH-1,2,3	TPI	OCH2-55-208V	2	60	4.0	19.2	30.0	208/1	

NOTES:

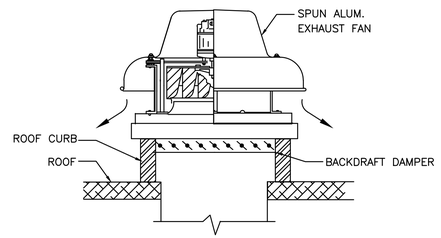
VENTILATION RATE CALCULATION

SPACE	OCCUPANCY CLASSIFICATION	AREA (SF)	OCCUPANCY (QTY PEOPLE)	PEOPLE OA FLOW (CFM/PERSON)	AREA OA FLOW (CFM/SF)	CALCULATED OA FLOW (CFM)	REMARKS
210 - PARTS STORAGE	WAREHOUSE	2,135	4	10	0.06	168	
					AHU-14 TOTAL	**168**	
210 - PARTS STORAGE	STORAGE	2,332	4	10	0.06	180	
					EF-22 & 23 TOTAL	**180**	

NOTES:
1. VENTILATION FLOW RATE CALCULATIONS BASED ON 2021 IMC TABLE 402.1 MINIMUM VENTILATION RATES



1 **AIR HANDLER DETAIL**
NTS



2 **EXHAUST FAN DETAIL**
NTS

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MECHANICAL SCHEDULES & DETAILS

ELECTRICAL SPECIFICATIONS

A. GENERAL MECHANICAL REQUIREMENTS

1. CONFLICT RESOLUTION: WHERE CONFLICTS MAY EXIST BETWEEN THE MINIMUM REQUIREMENTS OF VARIOUS LAWS, CODES, AUTHORITIES, AND/OR WITHIN THE CONTRACT DOCUMENTS, THE HIGHER QUALITY, GREATER QUANTITY, MORE RESTRICTIVE AND/OR MORE EXPENSIVE REQUIREMENT SHALL BE THE BASIS OF CONTRACTOR PRICING AND THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AND OWNER'S REPRESENTATIVE FOR THE RESOLUTION OF THE ISSUE PRIOR TO EXECUTING THE WORK IN QUESTION.
2. SHOULD ANY ERRORS, OMISSIONS, CONFLICTS, OR AMBIGUITIES EXIST IN THE DRAWINGS, THE CONTRACTOR SHALL BRING THESE TO THE ATTENTION OF THE ENGINEER IMMEDIATELY FOR ADJUSTMENT IN WRITING BEFORE SIGNING THE CONTRACT OR PROCEEDING WITH THE WORK. OTHERWISE, HE SHALL AT HIS OWN EXPENSE, SUPPLY THE PROPER MATERIALS AND LABOR TO MAKE GOOD ANY DAMAGE OR DEFECT CAUSED BY SUCH UNINTENTIONAL ERROR.
3. CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS FOR ACCURACY, AND CONFIRMING THAT THE WORK IS BUILDABLE AS SHOWN AND MEETS ALL APPLICABLE CODES BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS REGARDING THESE OR OTHER COORDINATION ISSUES, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK IN QUESTION OR RELATED WORK.
4. COORDINATION:
   - 4.1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING FULL COORDINATION WITH OTHER TRADES AND CONTRACTORS TO ACCOMPLISH THE WORK AS SHOWN AND NOTED IN THESE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPARE THE DRAWINGS OF OTHER TRADES AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
   - 4.2. THE CONTRACTOR SHALL NOT FABRICATE OR INSTALL ITEMS AS SHOWN ON THE DRAWINGS IF THERE ARE DISCREPANCIES OR CONFLICTS BETWEEN THE EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE DRAWINGS UNTIL SUCH DISCREPANCIES HAVE BEEN RESOLVED. PRIOR TO FABRICATION OR INSTALLATION, THE CONTRACTOR SHALL IMMEDIATELY CALL SUCH DISCREPANCIES OR CONFLICTS TO THE ATTENTION OF THE PROJECT COORDINATOR.
   - 4.3. DUCTWORK, PIPING, CONDUIT, CABLING, ETC. SHOWN ON DRAWINGS SHALL BE COORDINATED WITH AIR DISTRIBUTION DEVICES, SPECIAL CEILING, FLOOR, AND STRUCTURE CONSTRUCTION, ETC. PROVIDE ADDITIONAL RISES AND DROPS TO THOSE INDICATED ON THE DRAWINGS AS REQUIRED TO COORDINATE WITH ARCHITECTURAL, STRUCTURAL OR MEP ELEMENTS SHOWN ON THE CONTRACT DOCUMENTS. ALL UTILITIES SHALL BE ROUTED IN AN ORDERLY MANNER, GROUPED TOGETHER WHEREVER POSSIBLE, AND LOCATED SO AS TO CONSERVE BUILDING SPACE. DUCTWORK, PIPING, CONDUIT, CABLING, ETC. SHOWN ON EACH PLAN IS RUN ABOVE THE CEILING ON THE FLOOR WHERE IT IS SHOWN UNLESS OTHERWISE NOTED.
5. AS-BUILTS: THE CONTRACTOR SHALL MAINTAIN HIS SET OF CONSTRUCTION DRAWINGS ON SITE AT ALL TIMES SO THAT ALL CHANGES BETWEEN THE DRAWINGS AND THE ACTUAL CONSTRUCTION CAN BE NOTED ON THE DRAWINGS. THIS INCLUDES ALL DEVIATIONS FROM THE ORIGINAL CONTRACT. THE CONTRACTOR SHALL INDICATE ALL CHANGES FROM THE ORIGINAL PLANS MADE DURING THE INSTALLATION OF HIS WORK IN RED INK ON TWO BLUELINE PRINTS. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL SIGN AND DATE THE DRAWINGS CERTIFYING THAT THEY ARE AN ACCURATE REFLECTION OF THE ACTUAL CONSTRUCTION. AS-BUILT DRAWINGS ARE TO BE DELIVERED TO THE OWNER'S PROJECT COORDINATOR AFTER PROJECT COMPLETION. NOTE THAT THE FINAL INVOICE FOR THE CONTRACT WILL NOT BE PAID BY THE OWNER UNTIL FINAL AS-BUILT DRAWINGS ARE RECEIVED.
6. STARTUP AND TRAINING: VENDORS FOR ALL MAJOR PIECES OF EQUIPMENT SHALL PROVIDE STARTUP ASSISTANCE AND A MINIMUM OF 2 HOUR OWNER TRAINING.

B. SUBMITTALS

1. CONTRACTOR SHALL PROVIDE PRODUCT DATA SUBMITTALS ON ALL MAJOR EQUIPMENT, COMPONENTS, AND MATERIALS SPECIFIED IN THESE PLANS FOR ENGINEER'S AND OWNER'S REVIEW AND ACCEPTANCE PRIOR TO INSTALLATION.
   - 1.1. COMPLIANCE DATA: PUBLISHED LITERATURE, CERTIFICATES, AND LISTS INDICATING THE PRODUCT'S COMPLIANCE WITH STANDARDS REFERENCED IN THESE SPECIFICATIONS.
   - 1.2. PUBLISHED LITERATURE: INDICATE DIMENSIONS, WEIGHTS, CAPACITIES, RATINGS, HORSEPOWER, GAGES, AND FINISHES OF MATERIALS, AND ELECTRICAL CHARACTERISTICS AND CONNECTION REQUIREMENTS.
   - 1.3. PERFORMANCE DATA: PERFORMANCE DATA INCLUDING LIGHTING PERFORMANCE, HARMONICS, AND EQUIPMENT OUTPUT CAPACITIES COMPLETE WITH RATING CONDITIONS AS SCHEDULED ON CONTRACT DRAWINGS. AS A MINIMUM SUBMITTED DATA SHALL INCLUDE ALL PERFORMANCE DATA SCHEDULED OR NOTED ON CONTRACT DRAWINGS.
   - 1.4. ELECTRICAL REQUIREMENTS: POWER SUPPLY WIRING INCLUDING WIRING DIAGRAMS FOR INTERLOCK AND CONTROL WIRING, CLEARLY INDICATING FACTORY-INSTALLED AND FIELD-INSTALLED WIRING.
   - 1.5. SHOP DRAWINGS: INDICATE ASSEMBLY, UNIT DIMENSIONS, WEIGHT LOADING, REQUIRED CLEARANCES, CONSTRUCTION DETAILS, FIELD CONNECTION DETAILS, AND ELECTRICAL CHARACTERISTICS AND CONNECTION REQUIREMENTS.
   - 1.6. MANUFACTURER'S INSTRUCTIONS: INCLUDE INSTALLATION INSTRUCTIONS.
   - 1.7. CERTIFICATES: SIGNED LETTERS CERTIFYING COMPLIANCE WITH SPECIFIED REQUIREMENTS.
   - 1.8. CALCULATIONS: DESIGN AND/OR DESIGN CALCULATIONS.
   - 1.9. MANUFACTURER'S WARRANTIES.
   - 1.10. INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.
2. SHOP DRAWINGS: ALL SHOP DRAWINGS, INCLUDING PRODUCT DATA SUBMITTALS, SHALL BE REVIEWED BY THE CONTRACTOR PRIOR TO SUBMITTING TO THE ENGINEER. ALL SHOP DRAWINGS NOT REVIEWED BY THE CONTRACTOR WILL BE RETURNED WITHOUT REVIEW. AFTER REVIEW HAS BEEN COMPLETED, SUBMIT A COPY OF EACH SHOP DRAWING TO THE OWNER WITH THE APPROVAL SEAL OF THE ENGINEER AND THE CONTRACTOR. THE USE OF REPRODUCTIONS OF THESE CONTRACT DRAWINGS BY ANY CONTRACTOR, SUBCONTRACTOR, ERECTOR, FABRICATOR OR MATERIAL SUPPLIER, IN LIEU OF THE PREPARATION OF SHOP DRAWINGS IS FORBIDDEN. SHOP DRAWINGS RECEIVED BEARING THE ENGINEER'S TITLE AND SEAL SHALL BE PROMPTLY REJECTED.

C. CONDUCTORS AND GROUNDING

1. THHN/THWN SOFT DRAWN, STRANDED COPPER, XHHW FOR UG, USE SOLID COPPER FOR #10 & SMALLER, MIN SIZE #12
2. ALL BUILDING WIRING SHALL BE INSULATED COPPER CONDUCTORS RUN FROM LOAD TO SOURCE INSIDE RACEWAY, CONTINUOUS (WITHOUT SPLICES) BETWEEN JUNCTION AND PULL BOXES, AND EXPOSED INSIDE PANELS ONLY.
3. ALL SINGLE POLE CIRCUITS SHALL HAVE A DEDICATED NEUTRAL CONDUCTOR ROUTED TO THE SOURCE PANEL.
4. FIELD VERIFY WHETHER A NEUTRAL IS REQUIRED FOR ALL TWO AND THREE POLE CIRCUITS. FOR ALL LOADS EXCEPT MOTORS, A NEUTRAL IS ASSUMED TO BE REQUIRED UNLESS FIELD DETERMINED TO BE UNNECESSARY.
2. ALL POWER & CONTROL WIRING ROUTED THROUGH RETURN AIR PLENUMS SHALL BE PLENUM RATED.
3. UP TO 3-20A CIRCUITS MAY SHARE A RACEWAY FOR HOMERUNS WHERE SUITABLE & PER NEC CONDUIT FILL RULES.
4. 120V, 20A. HOME RUNS LONGER THAN 100' AND 277V, 20A. HOME RUNS LONGER THAN 150' SHALL BE #10 MIN.
5. ALL RACEWAYS AND CIRCUITS SHALL BE PROVIDED WITH A NEC 250 COMPLIANT GREEN GROUND CONDUCTOR.
6. ALL EQUIPMENT SHALL BE PROPERLY BONDED.
7. AT A MINIMUM, A GROUNDING ELECTRODE CONDUCTOR, SIZED PER NEC TABLE 250-66, SHALL BE CONNECTED FROM THE GROUND BUS OF THE SERVICE ENTRANCE DISCONNECT TO A 3/4"X10' COPPER CLAD STEEL GROUND ROD, TO THE BUILDING METAL COLD WATER AND GAS PIPING AT THE POINT OF ENTRANCE INTO THE BUILDING, STRUCTURAL STEEL, AND 20' OF BARE COPPER ENCASED IN THE SLAB. ADDITIONAL GROUNDING REQUIREMENTS MAY BE SPECIFIED ON THE PLANS OR IN THE SPECIFICATIONS.
8. ROUTING OF GROUNDING ELECTRODE CONDUCTORS SHALL BE IN METAL CONDUIT IN ALL LOCATIONS THAT ARE SUBJECT TO PHYSICAL ABUSE OR ENVIRONMENTAL DETERIORATION SUCH AS EXTERIOR MOUNTED, EXPOSED BELOW LAY IN CEILING, ETC.
9. UPON COMPLETION OF THE WORK, ALL PARTS OF THE ELECTRICAL INSTALLATION SHALL BE MEGGER TESTED AND PROVED TO BE FREE OF UNWANTED GROUNDS AND OTHER DEFECTS.
10. PROVIDE A #4 GROUND FROM THE SERVICE ENTRANCE GROUND BUS TO ALL TELEPHONE SERVICE BOARDS AND COMMUNICATIONS EQUIPMENT ROOMS AND TERMINATE AT A GROUND BUS.

D. HANGERS AND SUPPORTS

1. SUPPORT RACEWAYS USING GALVANIZED STEEL OR MALLEABLE IRON STRAPS; CHANNEL OR PIPE CLAMPS AS APPROPRIATE.
2. PROVIDE SUPPORTS AT ALL BOXES, ELEC. EQUIP., LOADS, & AT CODE REQUIRED INTERVALS ALONG RACEWAYS.
3. GROUP RELATED RACEWAYS AND SUPPORT USING STEEL CHANNEL CONDUIT RACKS WITH 25% SPARE CAPACITY.

F. IDENTIFICATION

1. PROVIDE APPROPRIATE LABELS AND WARNING SIGNS FOR ALL EQUIPMENT, WIRING DEVICES, CONDUCTORS, CABLES, BOX, AND ENCLOSURES. PROVIDE BURIED DETECTABLE WARNIGN TABLE FOR UNDERGROUND CONDUITS.
2. CONDUCTOR TAGGING: TAG ALL CONDUCTORS AT MOTOR CONTROLS, PANELS, TERMINAL CABINETS AND JUNCTION BOXES. TAG CIRCUITS WHICH PASS THROUGH OTHER DEVICES SUCH AS LIGHTING CONTACTORS.
3. PROVIDE A TYPED PANEL DIRECTORY FOR EACH PANEL PROVIDED OR MODIFIED FOR THIS PROJECT. DIRECTORY SHALL IDENTIFY THE CIRCUIT NUMBER, LOADS SERVED, AND LOCATION OF LOADS BY ROOM NUMBER. MOUNT ON INSIDE OF EACH PANEL AND FILE THEM WITH THE OWNER WHEN THE WORK IS COMPLETED.
4. PROVIDE EACH PANEL WITH A MANUFACTURER PREPARED ARC FLASH HAZARD WARNING LABEL.
5. ALL ELECTRICAL EQUIPMENT SHALL BE IDENTIFIED BY MEANS OF 3"X1" (MIN)NAMEPLATES PERMANENTLY ATTACHED TO THE EQUIPMENT, PLATES SHALL BE METAL, PLASTIC, OR SIMILAR, BLACK WITH 1/4"H (MIN) ENGRAVED WHITE LETTERS.
6. JUNCTION AND PULL BOXES SHALL BE LABELED WITH PANEL NAME, CIRCUIT #, AND VOLTAGE.
7. RECEPTACLES SHALL BE LABELED WITH THE PANEL NAME AND CIRCUIT #. USE WHITE LABELS WITH BLACK TEXT.
8. FIRE ALARM, EMERGENCY/CRITICAL PWR, LIFE SAFETY LABELS, INCLUDING RECEPTACLES, SHALL BE COLOR CODED & ENGRAVED.

H. RACEWAY AND BOXES

1. PROVIDE COMPLETE RACEWAY SYSTEMS FROM SOURCE TO ALL LOADS WITH DEDICATED SUPPORTS FOR EACH RACEWAY ELEMENT.
2. PROVIDE ALL REQUIRED BOXES & SUPPORTS FOR WIRING DEVICES, TELECOMMUNICATIONS, FIRE ALARM, ACCESS CONTROL, CONTROLS EQUIPMENT, ALARMS, SENSORS, ETC.
3. PROVIDE PULL BOXES AT APPROPRIATE LOCATIONS FOR ALL POWER AND SPECIAL SYSTEMS RACEWAYS WHETHER SHOWN ON PLANS OR NOT. INSTALL IN CONCEALED, ACCESSIBLE LOCATIONS.
4. DO NOT INSTALL RACEWAY WITH MORE THAN THE EQUIVALENT OF THREE NINETY DEGREE BENDS BETWEEN PULL POINTS.
5. THE CONDUIT ROUTING SHOWN ON THESE PLANS IS DIAGRAMMATIC.
6. COORDINATE INTERIOR ROUTING WITH OTHER TRADES; STRUCTURE; NEW AND EXISTING UTILITIES, DUCTWORK, PIPING; AND OTHER EXISTING CONDITIONS AS REQUIRED FOR A COMPLETE, CONFLICT FREE INSTALLATION.
7. COORDINATE SITE ROUTING WITH OTHER TRADES; STRUCTURE; NEW AND EXISTING BURIED UTILITIES, PAVED AREAS, CONDUIT SLEEVES, AND LANDSCAPING BEFORE DIGGING TO AVOID CONFLICTS, DAMAGE, AND TO ALLOW FOR FUTURE INSTALLATIONS.
8. ROUTE RACEWAYS PARALLEL AND PERPENDICULAR TO WALLS, FLOORS, AND CEILINGS.
5. ROUTE EXPOSED CONDUIT PARALLEL AND TIGHT TO STRUCTURAL ELEMENTS. FOLLOW ALL SURFACE CONTOURS; DO NOT ROUTE IN FREE AIR FROM POINT TO POINT.
6. INSTALL RACEWAYS SO THAT IT DRAINS TO JUNCTION AND PULL BOXES TO AVOID MOISTURE TRAPS AT LOW POINTS; INSTALL JUNCTION BOX WITH DRAIN FITTING AT LOW POINTS IN CONDUIT SYSTEM.
7. INSTALL FITTINGS TO ACCOMMODATE EXPANSION AND DEFLECTION WHERE RACEWAY CROSSES SEISMIC, CONTROL, AND EXPANSION JOINTS.
8. INSTALL SUITABLE PULL STRING OR CORD IN EACH EMPTY RACEWAY, LABEL, AND CAP.
9. CLOSE ENDS AND UNUSED OPENINGS IN SURFACE RACEWAYS, WIREWAY, BOXES, AND ENCLOSURES.
10. ALL ROOF AND WALL PENETRATIONS SHALL BE FLASHED AND SEALED TO MAINTAIN THE FIRE RATING AND WATERPROOFING OF THE STRUCTURE PER THE MANUFACTURER OF THE MATERIAL'S RECOMMENDED PRACTICES.
11. PAINT EXPOSED RACEWAYS AND BOXES TO MATCH THE SURFACE TO WHICH THEY ARE ATTACHED.
12. ALL CONDUIT SHALL HAVE AN NEC COMPLIANT GROUND AND AN INSULATED THROAT BUSHING IN PLACE FOR PULLING CONDUCTORS.
13. ALL CONNECTIONS TO MOTORS, INSTRUMENTS, MACHINES, AND EQUIPMENT SUBJECT TO MOVEMENT OR VIBRATION SHALL BE MADE USING LIQUID-TIGHT, FLEXIBLE METAL CONDUIT (LFMC), (3FT MAX).

ELECTRICAL GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ACCURATE TYPE-WRITTEN PANEL SCHEDULES. SCHEDULES SHALL INDICATE DEVICES AND/OR EQUIPMENT SERVED, LOCATION AND ROOM NUMBERS.
2. TYPICAL CIRCUIT IDENTIFICATION LABELS FOR RECEPTACLES, SWITCHES, J-BOXES, ETC. SHALL BE CLEAR ADHESIVE TAPE WITH BLACK LETTERING AND SHALL PROVIDE THE FOLLOWING INFORMATION:

   EXAMPLE: HA1-1 CIRCUIT CONDUCTOR IDENTIFICATION
   SOURCE PANELBOARD IDENTIFICATION

   PROVIDE SAMPLE OF LABELS TO OWNER FOR APPROVAL PRIOR TO INSTALLATION.
3. ALL PANELBOARDS, MOTOR STARTERS, CONTROL PANELS, CONTROL REMOTE STATIONS, DISCONNECT SWITCHES, CIRCUIT BREAKERS OR OTHER EQUIPMENT IN SEPARATE ENCLOSURES SHALL BE EQUIPPED WITH NAMEPLATES. THE NAMEPLATES SHALL BE ENGRAVED RIGID PLASTIC LAMINATE OR APPROVED EQUAL, WHITE LETTERING ON BLACK BACKGROUND FOR EQUIPMENT 208/120 VOLT, AND BE ATTACHED TO THE EQUIPMENT SECURELY WITH SCREWS. EACH NAMEPLATE SHALL GIVE THE DESIGNATION OF THE EQUIPMENT AS SHOWN ON THE ONE-LINE DIAGRAM AND ALSO THE SOURCE. UTILIZE SIMILAR RED AND WITH NAMEPLATES FOR ALL EMERGENCY POWERED EQUIPMENT. LETTERS SHALL BE SIZED AT 1/4" TYPICAL.

   EXAMPLE: HA1-10
   FED FROM PANEL MSB-1
4. SUPPORT HORIZONTAL RUNS OF EMT CONDUIT AT INTERVALS NOT TO EXCEED 10'-0"" AND WITHIN 3" FROM FITTINGS, BOXES, PANELS, ETC. CONDUIT SHALL NOT BE FASTENED TO CEILING GRID. ALL CONDUITS SHALL BE ROUTED AND SUPPORTED FROM THE STRUCTURE ABOVE THE CEILING LINE. CONDUIT SUPPORT SHALL BE PER NEC AND LOCAL REQUIREMENTS.
5. NO RUN OF CONDUIT SHALL HAVE MORE THAN 360 DEGREE BENDS AND SHALL NOT BE MORE THAN 100 FEET IN LENGTH WITHOUT A PULL OR JUNCTION BOX OF THE PROPER SIZE AS REQUIRED PER NEC.
6. IF ACCEPTABLE TO THE OWNER MC CABLE SHALL ONLY BE ALLOWED WITHIN WALLS OR PARTITIONS FOR RUN-OUTS TO WIRING DEVICES. MC CABLE SHALL NOT BE UTILIZED ABOVE THE CEILING LINE FOR ANYTHING OTHER THAN 6'-0" MAXIMUM FIXTURE TAILS.
7. EMT CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE PERCENT FILL REQUIREMENTS OF THE NEC AND AS INDICATED ON THE DRAWINGS AND SHALL BE OF AMPLE SIZE TO PERMIT THE READY INSERTION AND WITHDRAWAL OF CONDUCTORS WITHOUT ABRASION. GROUPING OF "HOME RUNS" IS ACCEPTABLE ONLY WHERE THE NUMBER OF CONDUCTORS INDICATED ON THE DRAWINGS IS MAINTAINED AND THE PROPER NEC DE-RATING FACTORS ARE APPLIED BASED ON FULL RATING OF THE BRANCH CIRCUIT OVER CURRENT PROTECTION DEVICES. FOR 20 AMP CIRCUITS, NOT MORE THAN NINE (9) - #12 THHN OR TWENTY (20) - #10 THHN CURRENT CARRYING (PHASE AND NEUTRAL) CONDUCTORS SHALL BE INSTALLED IN EACH RACEWAY.
8. WHERE SEPARATE HOMERUNS ARE INDICATED ON THE PLANS, DO NOT UTILIZE THE NEUTRAL OR GROUND CONDUCTOR FOR ANY OTHER CIRCUITS. TERMINATE ONLY AT DEVICES AND PANELBOARD AS INDICATED.
9. ALL 120 VOLT, 20 AMP HOME RUNS LONGER THAN 100 FEET HOMERUNS LONGER THAN 120 FEET SHALL BE #10 MINIMUM.
10. NEW CIRCUITRY SHALL BE ACCURATELY IDENTIFIED AT THE RESPECTIVE ABOVE CEILING JUNCTION BOXES. THE ASSOCIATED PANEL, CIRCUITS, AND VOLTAGE SHALL BE IDENTIFIED ON ALL JUNCTION BOX COVERS.
11. ALL WIRING SHALL BE TYPE THHN IN MINIMUM 3/4" EMT CONDUIT WITH GROUND WIRE UNLESS NOTED OR REQUIRED OTHERWISE. USE OF CONDUIT AS ONLY GROUND PATH IS UNACCEPTABLE. ALL CONDUCTORS SMALLER THAN #10 SHALL BE SOLID. ALL CONDUCTORS #10 AND LARGER SHALL BE STRANDED. UTILIZE T&B "STA-KON" OR EQUAL FORK TERMINALS FOR #10 WIRE TERMINATIONS ON ALL WIRING DEVICES WITH SCREW TERMINALS.
12. ALL WIRING DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE UNLESS OTHERWISE NOTED. UTILIZE HUBBELL, LEVITON, AND/OR ARROW-HART. VERIFY COLOR.
13. VERIFY WITH ARCHITECT AS TO THE FINISH, EXACT LOCATION, AND HEIGHT OF ALL LIGHT FIXTURES, SWITCHES, AND WIRING DEVICES.
14. VERIFY LOCATION, MOUNTING HEIGHT AND ORIENTATION FOR ALL WIRING DEVICES AT MILLWORK LOCATIONS WITH ALL TRADES PRIOR TO ROUGH-IN.
15. ALL WALL MOUNTED OUTLETS AND/OR BOXES SHALL NOT BE MOUNTED BACK-TO-BACK ON EITHER SIDE OF WALL AND SHALL BE SEPARATED BY A WALL STUD.
16. PROVIDE AN EMPTY JUNCTION BOX, RUBBER GROMMET AND PULL STRING TO ACCESSIBLE CEILING SPACE FOR ALL COMMUNICATION AND TV DEVICES UNLESS OTHERWISE NOTED. ALL COMMUNICATION AND TV JUNCTION BOXES LOCATED ON WALLS TO DECK AND/OR SOUND INSULATED WALLS SHALL BE PROVIDED WITH 1" EMT CONDUIT AND PULL STRING INTO ACCESSIBLE CEILING SPACE.
17. IF PROVIDED, THE ELECTRICAL CONTRACTOR SHALL PROVIDE CONTROL POWER AND CONNECTION OF SMOKE DAMPERS TO BUILDING FIRE ALARM SYSTEM AS REQUIRED. PROVIDE ADDITIONAL SMOKE DETECTORS AS REQUIRED FOR ACTIVATION OF DAMPERS. COORDINATE WITH MECHANICAL CONTRACTOR.
18. ALL WALL MOUNTED FIRE ALARM DEVICES LOCATED ADJACENT TO THE LIGHT SWITCHES SHALL BE ALIGNED VERTICALLY.
19. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT LIGHT FIXTURE LOCATIONS AND QUANTITIES.
20. EXAMINE THE AREA OF INSTALLATION TO VERIFY ADEQUATE SPACE AND MOUNTING PROVISIONS ARE PROVIDED FOR THE SPECIFIED LUMINAIRE PRIOR TO ORDERING LUMINAIRES.
21. VERIFY THAT LUMINAIRES WILL NOT INTERFERE WITH REQUIRED CLEARANCES FOR EQUIPMENT NCLUDING FILTER PULL SPACE, NEC WORKING SPACE IN FRONT OF DISCONNECTS, CONTROL PANELS, ETC.
22. COORDINATE EXIT LIGHT LOCATIONS WITH STRUCTURE AND BUILDING SYSTEMS TO INSURE EXIT SIGNS ARE VISIBLE.
23. PROVIDE GROUND WIRE AND ONE NEUTRAL CONDUCTOR PER CIRCUIT IN ALL LIGHTING CONDUIT.
24. LABEL ALL CIRCUIT BREAKERS SERVING EMERGENCY LIGHTING.
25. UNO, ALL EXIT SIGNS, EMERGENCY EGRESS PATHWAY LIGHT FIXTURES, LIGHTS NOTED "XE", AND LIGHTS SHOWN CROSS HATCHED SHALL BE CONNECTED TO THE SWITCHED AREA LIGHTING CIRCUIT FOR NORMAL OPERATION AND AN UNSWITCHED CIRCUIT FROM THE SAME OCPD TO AUTOMATICALLY POWER TRANSFER TO AN INTEGRAL BATTERY PACK FOR 90 MINUTES OF EMERGENCY OPERATION WHEN LOSS OF NORMAL POWER IS SENSED ON THE UNSWITCHED CIRCUIT. PROVIDE A BATTERY STATUS INDICATOR MOUNTED IN A VISIBLE LOCATION.
26. LUMINAIRE WHIPS SHALL BE FLEXIBLE METAL CONDUIT, 6FT MAX. SECURE TO STRUCTURE WITH LISTED SUPPORTS.

GENERAL PROVISIONS

1. FURNISH AND INSTALL ALL ITEMS, INCLUDING EVERY ARTICLE, DEVICE OR ACCESSORY REASONABLY NECESSARY TO FACILITATE EACH SYSTEMS FUNCTIONING AS INDICATED BY THE DESIGN AND THE EQUIPMENT SPECIFIED. ELEMENTS OF THE WORK SHALL INCLUDE, BUT ARE NOT LIMITED TO, MATERIALS, LABOR, SUPERVISION, SUPPLIES, EQUIPMENT, TRANSPORTATION, HOISTING/RIGGING, STORAGE, UTILITIES, AND ALL REQUIRED PERMITS AND LICENSES.
2. DRAWINGS ARE SCHEMATIC IN NATURE AND DO NOT NECESSARILY REFLECT ALL WORK REQUIRED TO COMPLETE PROJECT. CONTRACTOR SHALL PROVIDE ALL WORK REQUIRED TO COMPLETE PROJECT. CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR AND EQUIPMENT AS REQUIRED TO COMPLETE PROJECT WITHIN DESIGN INTENT AT NOT ADDITIONAL INFORMATION IN CASES OF DOUBT.
3. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE 2020 NEC AND THE MOST RECENTLY REVISED VERSIONS OF ALL APPLICABLE PORTIONS OF ALL NATIONAL, STATE, AND LOCAL CODES AND STANDARDS. MODIFICATIONS REQUIRED BY THE ABOVE SAID AUTHORITIES SHALL BE MADE WITHOUT ADDITIONAL CHARGE TO THE OWNER. WHERE ALTERATIONS TO AND DEVIATIONS FROM THE CONTRACT DOCUMENTS ARE REQUIRED BY SAID AUTHORITY, REPOT THE REQUIREMENTS AND SECURE APPROVAL BEFORE STARTING WORK. WHERE THE CONTRACT DOCUMENTS ARE IN EXCESS OF CODE REQUIREMENTS, THE CONTRACT DOCUMENTS SHALL GOVERN. IN THE EVENT OF A CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND APPLICABLE CODES, THE LATTER SHALL GOVERN.
4. FIELD VERIFICATION OF EXISTING CONDITIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ANY DISCREPANCIES FOUND PRIOR TO SUBMISSION OF BID. THE CONTRACTOR SHALL TAKE NOTE THAT THE DRAWINGS ARE SCHEMATIC IN NATURE AND INDICATE THE APPROXIMATE LOCATIONS OF THE ELECTRICAL SYSTEMS. LOCATE ALL ITEMS BY ON-THE-JOB MEASUREMENTS. COOPERATE WITH OTHER TRADES TO ENSURE PROPER FIT AND ACCESS TO ALL ITEMS.
5. CONSIDERATION SHALL NOT BE GRANTED FOR MISUNDERSTANDING OF THE SCOPE OR AMOUNT OF WORK TO BE PERFORMED. TENDER OF A PROPOSAL CONVEYS FULL CONTRACTOR AGREEMENT OF THE ITEMS AND CONDITIONS SPECIFIED AND/OR INDICATED, SCHEDULED, OR IMPLIED ON THE CONTRACT DOCUMENTS, AND/OR REQUIRED BY THE NATURE OF THIS WORK.
6. ALL WORK SHALL BE ARRANGED IN A NEAT, WELL-ORGANIZED MANNER. ALL SERVICES SHALL BE ROUTED PARALLEL AND PERPENDICULAR TO THE PRIMARY LINES OF THE BUILDING. LOCATE ALL OPERATING AND CONTROL EQUIPMENT PROPERLY TO PROVIDE EASY ACCESS AND ARRANGE ENTIRE WORK WITH ADEQUATE ACCESS FOR OPERATION AND MAINTENANCE, AND FOR PROPER CODE AND/OR MANUFACTURERS CLEARANCES.
7. AFTER COMPLETION OF INSTALLATION, BUT PRIOR TO SUBSTANTIAL COMPLETION, CONTRACTOR SHALL CERTIFY IN WRITING THAT PRODUCTS AND MATERIALS INSTALLED AND PROCESSES USED DO NOT CONTAIN ASBESTOS OR POLYCHLORINATED BIPHENYL (PCB).
8. IN THE EVENT THAT MATERIALS, PRODUCTS, AND/OR PROCESSES BEING PROPOSED FOR THIS PROJECT CONTAIN, OR MAY EMIT, ANY VOLATILE ORGANIC COMPOUNDS (VOC), FORMALDEHYDE FORMULATIONS, OR HAZARDOUS OUT-GASSING, AS DETERMINED BY THE MANUFACTURER, A MATERIALS SAFETY DATA SHEET SHALL BE SUBMITTED AS PART OF THE SHOP DRAWING PROCESS FOR REVIEW BY THE ARCHITECT/ENGINEER/OWNER.
9. ALL EQUIPMENT AND MATERIAL TO BE FURNISHED AND INSTALLED ON THIS PROJECT SHALL BE UL OR ETL LISTED, IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION, AND SUITABLE FOR ITS INTENDED USE ON THIS PROJECT.

SPECIAL SYSTEMS

1. SPECIAL SYSTEMS INCLUDE, BUT ARE NOT LIMITED TO, TELECOMMUNICATIONS, FIRE ALARM, AUDIO/VIDEO, ACCESS CONTROL SYSTEMS.
2. FOR SPECIAL SYSTEMS EQUIPMENT AND DEVICES SHOWN ON THE CONSTRUCTION DOCUMENTS, OR EQUIPMENT AND DEVICES THAT CAN REASONABLY IMPLIED AS REQUIRED TO OPERATE ITEMS SHOWN, ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR POWER, RADCEWAY/BOX/ENCLOSURES ROUGH-IN, AND INFRASTRUCTURE PROVISION EVEN IF SAID SPECIAL SYSTEMS ARE PROVIDED BY A SPECIALIST CONTRACTOR, OWNER'S AGENT, OR UNDER SEPARATE CONTRACT.
3. TELECOMMUNICATIONS: IT CABLING, JACKS, EQUIPMENT RACKS, NETWORKING EQUIPMENT, AND PATCH PANELS WILL BE PROVIDED AND INSTALLED BY TELECOM CONTRACTOR. ALL OTHER WORK BY ELEC. CONTRACTOR
4. AUDIO/VIDEO: COORDINATE SCOPE WITH OWNER PRIOR TO BID
5. ACCESS CONTROL (SECURITY): COORDINATE SCOPE WITH OWNER PRIOR TO BID
6. COORDINATE REQUIREMENTS FOR DATA ROOMS WITH OWNER'S INFORMATION TECHNOLOGIES REPRESENTATIVE (IT REP).
4. AT MINIMUM, THE FOLLOWING GENERAL PROVISIONS SHALL BE PROVIDED BY THE CONTRACTOR. ADDITIONAL ITEMS SPECIFIED ELSEWHERE ON THE CONSTRUCTION DOCUMENTS:
   - 4.1. 3/4", FIRE RATED, PLYWOOD SHEETS ON ALL WALLS OF IT CLOSETS UNLESS DIRECTED OTHERWISE BY IT REP. PAINT TO MATCH WALL TO WHICH BOARD IS ATTACHED.
   - 4.2. SERVICE CONDUITS BURIED IN SAND AT 18" WITH PULL STRING FROM SERVICE DEMARC TO MAIN TELECOM ROOM. COORDINATE DEMARC LOCATION WITH SERVICE PROVIDER AND TERMINATION POINT WITH COMMUNICATIONS CONTRACTORS. REFER TO SITE PLANS TO DETERMINE CONDUIT RUN LENGTHS AND ROUTING.
   - 4.3. FOUR(4) 4" CONDUIT SLEEVES BETWEEN EACH FLOOR FOR TELECOM, FA, AND ACCESS CONTROL
   - 4.4. DOUBLE GANG DEVICE BOX WITH SINGLE GANG REDUCER (AS NEEDED) AT EACH LOCATION SHOWN ON PLANS. NOTE THAT SOME SPECIAL SYSTEMS EQUIPMENT MAY REQUIRE A DIFFERENT SIZE BOX. COORDINATE LOCATIONS AND SIZES FOR BOXES WITH RESPECTIVE SPECIALIST CONTRACTORS PRIOR TO ROUGH-IN.
   - 4.5. CONDUIT WITH PULL STRINGS FROM SOURCE (TELEPHONE BACKBOARD, SECURITY PANEL, FACP, ETC) OR ACCESSIBLE CEILING SPACE TO ALL DEVICE LOCATIONS SHOWN ON THESE PLANS. HOMERUN CONDUITS MAY BE COMBINED WHERE APPROVED BY SPECIALIST CONTRACTOR. COORDINATE CONDUIT SIZES WITH RESPECTIVE SPECIALIST CONTRACTORS PRIOR TO INSTALLATION.
   - 4.6 ALL ALARM PANELS (GAS, CHEMICAL, FIRE, SECURITY, ETC) SHOWN ON THE MEP PLANS SHALL BE PROVIDED WITH A MIN. OF THREE(3)-1" CONDUITS ROUTED FROM THE PANEL TO ABOVE CEILING AND A 20A, 120V CIRCUIT AT THE PANEL. COORDINATE ROUTING AND ADDITIONAL REQUIREMENTS WITH SPECIALIST CONTRACTOR.
5. POWER LIMITED AND NON POWER LIMITED CABLE SHALL NOT SHARE COMMON RACEW

ELECTRICAL SYMBOLS

POWER

	SIMPLEX RECEPTACLE–18" AFF
	CEILING MOUNTED SIMPLEX RECEPTACLE
	FLOOR MOUNTED SIMPLEX RECEPTACLE
	SIMPLEX RECEPTACLE ON EMERGENCY POWER – 18" AFF
	DUPLEX RECEPTACLE–18" AFF
	DUPLEX RECEPTACLE HALF CONTROLLED – 18" AFF
GF	DUPLEX RECEPTACLE WITH GROUND FAULT PROTECTOR – 18" AFF
WP	DUPLEX RECEPTACLE WITH WEATHERPROOF COVER – 18" AFF
TV	DUPLEX RECEPTACLE FOR TELEVISION – 78" AFF
#	DUPLEX RECEPTACLE W/NUMERAL INDICATING CIRCUIT NUMBER
TR	TAMPER RESISTANT DUPLEX RECEPTACLE – 18" AFF
	DUPLEX RECEPTACLE; MOUNT BOTTOM OF DEVICE 4" ABOVE COUNTER OR DESKTOP OR SEE ARCH. ELEVATION IF PROVIDED
	CEILING MOUNTED DUPLEX RECEPTACLE
	CEILING MOUNTED DUPLEX RECEPTACLE ON EMERGENCY POWER
	FLOOR MOUNTED DUPLEX RECEPTACLE
	FLOOR MOUNTED DUPLEX RECEPTACLE ON EMERGENCY POWER
	QUADRAPLEX RECEPTACLE–18" AFF
	CEILING MOUNTED QUADRAPLEX RECEPTACLE
	FLOOR MOUNTED QUADRAPLEX RECEPTACLE
	SPECIALTY OUTLET
XX_YY	POWER POLE, OUTLETS ON SIDES OF EXTENDED LINES XX–TYPE(SEE SPECIFICATIONS) YY–MTG HT OF LOWEST DEVICE
	DISCONNECT SWITCH
	COMBINATION STARTER
	MANUAL MOTOR STARTER
S_M	SINGLE POLE, 20A, TOGGLE TYPE, HP RATED DISCONNECT
	ELECTRICAL CONNECTION
S	ELECTRICAL SOLENOID CONNECTION
H	ELECTRICAL HEATER CONNECTION
	MOTOR – BY DIV. 23. XX REPRESENTS HORSEPOWER VALUE
	JUNCTION BOX
	FLOOR MOUNTED JUNCTION BOX
T	DRY TYPE TRANSFORMER
	MULTIOUTLET ASSEMBLY
	ELECTRICAL PANELBOARD
	ELECTRICAL ENCLOSURE
	PUSH PLATE (AUTO DOOR)
–B–	BUSWAY (IN PLAN)
	GROUNDING MODULE
VFC ##	VARIABLE FREQUENCY SPEED CONTROLLER, SEE SCHEDULE
	ATTACHED DEVICE IS WALL MOUNTED
	ENCLOSED DEVICE IS FLOOR MOUNTED
F/SD	FIRE/SMOKE DAMPER
E	EMERGENCY POWER OFF SWITCH WITH SHUNT TRIP TO POWER PANEL
I	WELDING RECEPTACLE

LIGHTING

	2'x4' FLUORESCENT LIGHTING FIXTURE ON NORMAL POWER
	2'x2' FLUORESCENT LIGHTING FIXTURE ON NORMAL POWER
	1'x4' FLUORESCENT LIGHTING FIXTURE ON NORMAL POWER
	DIAGONAL HATCHING INDICATES LIGHTING FIXTURE ON EMERGENCY POWER
	WALL MOUNTED EMERGENCY LIGHTING UNIT
	WALL MOUNTED LIGHT FIXTURES
	2' WALL MOUNTED LIGHT FIXTURE
	4' WALL MOUNTED LIGHT FIXTURE
	POLE MOUNTED LIGHT FIXTURES
	DUAL POLE MOUNTED LIGHT FIXTURES
	CEILING MOUNTED DOWNLIGHTS
	UNDERCABINET LIGHT OR COVE/STRIP LIGHT
	EXIT SIGN. FIELD REMOVABLE DIRECTIONAL ARROWS (CHEVRON TYPE) AS SHOWN ON DRAWINGS. SHADING INDICATES FACE OF SIGN.
	SPECIAL WORDING ILLUMINATED SIGN
$	SINGLE POLE SWITCH – 48" AFF
$3	3–WAY SWITCH – 48" AFF
$4	4–WAY SWITCH – 48" AFF
$D	DIMMER SWITCH – 48" AFF
$P	SINGLE POLE SWITCH WITH PILOT LIGHT – 48" AFF
$K	KEY OPERATED SWITCH – 48" AFF
$OS	DUAL TECHNOLOGY MOTION SENSOR WALL SWITCH – 48" AFF
$OS1	DUAL TECHNOLOGY MOTION SENSOR WALL SWITCH FULL, MANUAL ON, AUTOMATIC OFF – 48" AFF
$OS2	DUAL TECHNOLOGY MOTION SENSOR WALL SWITCH FULL, AUTOMATIC ON, AUTOMATIC OFF – 48" AFF
$OS	DUAL TECHNOLOGY MOTION SENSOR WALL SWITCH – 48" AFF
OS	DUAL TECHNOLOGY MOTION SENSOR
R	MOTION DETECTOR RELAY
PC	PHOTOCELL. ORIENT TO FACE NORTHERN SKY U.N.O.

FIRE ALARM

F	F.A. MANUAL PULL STATION–48" AFF
F	F.A. AUDIBLE/VISUAL – 80" AFF TO BOTTOM OF DEVICE.
F	F.A. EXTERIOR HORN – 120" ABOVE FINISHED GRADE
F	F.A. CEILING MOUNTED
F V	F.A. VISUAL ONLY – 80" AFF TO BOTTOM OF DEVICE.
SD	SMOKE DETECTOR
DD	DUCT SMOKE DETECTOR
HD	HEAT DETECTOR
FACP	FIRE ALARM CONTROL PANEL
FAA	FIRE ALARM ANNUNCIATOR
FS	SPRINKLER FLOW SWITCH
VS	VALVE SUPERVISORY SWITCH
	MAGNETIC DOOR HOLDER – 72" AFF UNO
PS	PRESSURE SWITCH
AR	ADDRESSABLE RELAY INTERFACE
RTS	REMOTE TEST SWITCH DUCT SMOKE DETECTOR
FC	FIREMAN'S 2–WAY COMMUNICATION DEVICE

ONE LINE DIAGRAM

	POINT OF CONNECTION
	CIRCUIT BREAKER
	CONTACT
	CAPACITOR
	SWITCH
	INSTRUMENT TRANSFORMER
	POWER TRANSFORMER
	GROUND
	TRANSFER SWITCH
EM	ELECTRONIC MULTIFUNCTION METER
	FUSE
	DRAWOUT CIRCUIT BREAKER
	STAB–ON BREAKER
	OVERLOAD RELAY
	MOTOR CONTROL CENTER COMBINATION STARTER
	MOTOR CONTROLLER
	COMBINATION MOTOR CONTROLLER
M	MANUAL MOTOR STARTER
	DISCONNECT SWITCH
VFC ##	VARIABLE FREQUENCY SPEED CONTROLLER, BY DIV. 23
CNTR	EQUIPMENT CONTROLLER SUPPLIED BY EQUIPMENT VENDOR
#	MOTOR, # REPRESENTS HORSEPOWER VALUE. BY DIV. 23
S	SHUNT TRIP
K	KIRK KEY INTERLOCK
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION UNIT
PFCC	POWER FACTOR CORRECTION CAPACITOR
GF	GROUND FAULT
A30	FEEDER SIZE, SEE FEEDER SCHEDULE UNLESS NOTED ON DRAWINGS.
GFP	GROUND FAULT PROTECTION
M	CURRENT TRANSFORMER AND METER SOCKET ENCLOSURE

COMMUNICATIONS

	TELEPHONE OUTLET – 18" AFF
W	WALL MOUNTED TELEPHONE OUTLET – 48" AFF
	DATA OUTLET – 18" AFF
	TELEPHONE/DATA OUTLET 18" AFF UNO – SEE DETAILS
C	CLOCK
S	CEILING MOUNTED PAGING SPEAKER
S_V	SPEAKER VOLUME CONTROL
	PUSH BUTTON
	TELEPHONE TERMINAL BOARD

SECURITY

CR	CARD READER
TV	CCTV CAMERA (FIXED U.N.O.)
ES	ELECTRIC DOOR STRIKE
M	ELECTROMAGNETIC DOOR LOCK
MD	MOTION DETECTOR
OHC	OVERHEAD DOOR CONTACT
TSB	TOUCH SENSE BAR (CRASH BAR)

ELECTRICAL ABBREVIATIONS

ABBREV.	DESCRIPTION	ABBREV.	DESCRIPTION
A	AMMETER, AMPERE	M	MAGNETIC, COIL OR CONTACT
AB	ABSOLUTE	MCB	MAIN CIRCUIT BREAKER
AC	ALTERNATING CURRENT	MCC	MOTOR CONTROL CENTER
ACB	AIR CIRCUIT BREAKER	MCCB	MOLDED CASE CIRCUIT BREAKER
AF	AMPERE FRAME	MCP	MOTOR CIRCUIT PROTECTOR
AFF	ABOVE FINISHED FLOOR	MFR	MANUFACTURER
AIC	AMP INTERRUPTING CAPACITY	MH	MANHOLE
AL	ALUMINUM	MLO	MAIN LUGS ONLY
ANN	ANNUNCIATOR	MT,MTD	MOUNT, MOUNTED
ARF	ABOVE RAISED FLOOR	MTG	MOUNTING
AS	AMMETER SWITCH	(N)	NEW
AT	AMP TRIP		NEUTRAL
ATS	AUTOMATIC TRANSFER SWITCH	NC	NORMALLY CLOSED
ATX	AUTO TRANSFORMER	NEC	NATIONAL ELECTRICAL CODE
B	BELL	NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
BC	BARE COPPER		
BKR	BREAKER	NF	NON–FUSED
BLDG	BUILDING	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
BOC	BOTTOM OF CONDUIT	NIC	NOT IN CONTRACT
BOD	BOTTOM OF DUCT	NL	NIGHT LIGHT
BOT	BOTTOM OF TRAY	NO	NORMALLY OPEN
BRN	BUS REFERENCE NUMBER	NP	NAMEPLATE
C	CONDUIT, COIL	NTS	NOT TO SCALE
CB	CIRCUIT BREAKER	OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
CCTV	CLOSED CIRCUIT TELEVISION		
CKT	CIRCUIT	OFOI	OWNER FURNISHED, OWNER INSTALLED
CO	CONDUIT ONLY	OL	OVERLOAD RELAY
CPT	CONTROL POWER TRANSFORMER	OO	ON–OFF
CR	CONTROL RELAY	OOA	ON–OFF–AUTO
CRE	CORROSION RESISTANT	OOR	ON–OFF–REMOTE
CRS	COATED RIGID STEEL CONDUIT	PA	PUBLIC ADDRESS
CRWP	CLEANROOM WALL PANEL	PB	PUSHBUTTON
CT	CURRENT TRANSFORMER	PC	PHOTOCELL
CU	COPPER	PIV	POST INDICATOR VALVE
D	DUCT	PL	PILOT LIGHT
DB	DUCT BANK	PNL	PANEL
DIA	DIAMETER	PVC	POLYVINYL CHLORIDE
DC	DIRECT CURRENT	ø	PHASE
DIV	DIVISION	QTY	QUANTITY
Δ	DELTA CONNECTED	(R)	RELOCATED
E	EMPTY, EMERGENCY	R	RATE OF RISE
(E)	EXISTING	RCPT	RECEPTACLE
EG	ENGINE GENERATOR	RM	ROOM
EM	EMERGENCY	RNC	RIGID NON–METALLIC CONDUIT
EPO	EMERGENCY POWER OFF	RQD	REQUIRED
EMO	EMERGENCY MANUAL OFF	RSC	RIGID STEEL CONDUIT
EMT	ELECTRICAL METALLIC TUBING	RVNR	REDUCED VOLTAGE NON–REVERSING
ENT	ELECTRICAL NON–METALLIC TUBING	RVR	REDUCED VOLTAGE REVERSING
EOL	END–OF–LINE DEVICE	S	SPEAKER
EOS	ELECTROSTATIC OVERSTRESS	SCADA	SUPERVISORY CONTROL & DATA ACQUISITION
ERT	EMERGENCY RESPONSE TEAM	SCP	SECURITY CONTROL PANEL
EWC	ELECTRIC WATER COOLER	SFEP	SMOKE/FUME EXHAUST PANEL
F	FLUSH	SOL	SLOW SPEED OL RELAY
(F)	FUTURE	SQ	SQUARE
FA	FIRE ALARM	SS	STAINLESS STEEL
FACP	FIRE ALARM CONTROL PANEL	STP	SHIELDED TWISTED PAIR
FBO	FURNISHED BY OWNER	SUR	SURFACE
FDR	FEEDER	SW	SWITCH
FLR	FLOOR	SWBD	SWITCHBOARD
FMC	FLEXIBLE METALLIC CONDUIT	SWGR	SWITCHGEAR
FNC	FLEXIBLE NONMETALLIC CONDUIT	SYM	SYMMETRICAL
FOL	FAST SPEED OL RELAY	2S1W	TWO SPEED, ONE WINDING
FU	FUSE	2S2W	TWO SPEED, TWO WINDING
FVNR	FULL VOLTAGE NON–REVERSING	T	THERMOSTAT
FVR	FULL VOLTAGE REVERSING	TB	TERMINAL BLOCK
G	GROUND	TBD	TO BE DETERMINED
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	TDR	TIME DELAY RELAY
GFR	GROUND FAULT RELAY	TJB	TERMINAL JUNCTION BOX
GRD	GROUND	TS	TAMPER SWITCH
GSM	GAS SAFETY MONITOR	TWL	TWISTLOCK
H	HORN	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
HH	HANDHOLE	TYP	TYPICAL
HID	HIGH INTENSITY DISCHARGE	U/G	UNDERGROUND
HOA	HAND–OFF–AUTOMATIC	UNO	UNLESS NOTED OTHERWISE
HP	HORSEPOWER	UPS	UNINTERRUPTIBLE POWER SUPPLY
HT	HEIGHT	UTP	UNSHIELDED TWISTED PAIR
ICCB	INSULATED CASE CIRCUIT BREAKER	V	VOLTMETER, VOLT
IER	INTEGRATED EQUIPMENT RATING	VA	VOLT–AMPERE
IG	ISOLATED GROUND	VAR	VOLT–AMPERE REACTIVE
IMC	INTERMEDIATE METALLIC CONDUIT	VFC	VARIABLE FREQUENCY CONTROLLER
I/O	INPUT/OUTPUT	VP	VAPORPROOF
IPS	INTERRUPTIBLE POWER SUPPLY	VS	VALVE SUPERVISORY SWITCH, VOLTMETER SWITCH
I.T.	INFORMATION TECHNOLOGY		
J	JUNCTION BOX	VT	VOLTAGE TRANSFORMER
K	KEY INTERLOCK	W	WATT, WIRE, WIDE
KA	KILOAMPERE	WCR	WITHSTAND/CLOSING RATING
KVA	KILOVOLT–AMPERE	WHD	WATTHOUR DEMAND METER
KVAR	KILOVOLT–AMPERE REACTIVE	WP	WEATHER PROTECTED
KW	KILOWATT	X	EXPLOSION CLASS & GROUP AS NOTED
KWH	KILOWATT HOUR	(X)	EXISTING TO BE RELOCATED
KX	KNOX BOX	XFMR	TRANSFORMER
L	LONG	Y	WYE CONNECTED
LAN	LOCAL AREA NETWORK	Y–Δ	WYE–DELTA REDUCED VOLTAGE STARTER
LC	LIGHTING CONTACTOR	Z	IMPEDANCE
LFMC	LIQUIDTIGHT FMC		
LFNC	LIQUIDTIGHT FNC		
LSI	LONG TIME, SHORT TIME, INSTANTANEOUS TRIP		
LSIG	LSI PLUS GROUND FAULT TRIP		

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project number
20240102

drawn by checked

Issue Log

ISSUE FOR CONSTRUCTION 09/13/24

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sheet
E0.1
ELECTRICAL SYMBOLS



1 ELECTRICAL POWER PLAN

3/32" = 1'-0"

GENERAL NOTES

1. APPLICABLE CODES: IBC 2021, IFC 2021, IECC 2021, AND NEC 2020 WITH CITY AMENDMENTS.
2. ALL WORK IS TO BE PERFORMED BY A LICENSED ELECTRICIAN IN ACCORDANCE WITH ALL LOCAL AND NATIONAL CODES.
3. FIELD VERIFY ALL ELECTRICAL REQUIREMENTS WITH EQUIPMENT MANUFACTURERS PRIOR TO ROUGH IN.
4. COORDINATE SWITCH, RECEPTACLE, AND COVER COLOR WITH OWNER.
5. ALL JUNCTION BOXES SHALL BE LABELED WITH THE BRANCH CIRCUIT NUMBERS AND THEIR PANEL ORIGINATIONS.
6. ALL 15A AND 20A 120V RECEPTACLES WITHIN 6 FEET OF A SINK ARE REQUIRED TO HAVE GFCI PROTECTION PER NEC 2020 ARTICLE 210.8. ALL GFI OUTLETS TO BE READILY ACCESSIBLE PER ARTICLE 210.8. FIELD COORDINATE GFI PROTECTION AT BREAKER IF NECESSARY.

ELECTRICAL KEYED NOTES (E-1)

1. ALL NEW CIRCUITS IN 210 PARTS STORAGE TO BE SERVED FROM EXISTING PANELS HVM & LVM LOCATED ON THE MECHANICAL MEZZANINE INSIDE THE FLEET BUILDING.
2. SUSPEND TRANSFORMER T-L4 (75 KVA) FROM CMU WALL ABOVE PANEL L4. REFER TO ONE-LINE PANEL SCHEDULE FOR MORE INFORMATION.
3. RELOCATE SHOP EQUIPMENT SHOWN FROM EXISTING SHOP (PANEL L3) TO NEW SHOP ADDITION (PANEL L4). FIELD VERIFY EXISTING BREAKER, CONDUCTOR, AND CONDUIT SIZES.
4. PROVIDE SO CORD WITH STRAIN RELIEF MOUNTED TO A J-BOX IN THE CEILING. PROVIDE NEMA L5-20 AND NEMA L6-20 TWIST-LOCK RECEPTACLES AS REQUIRED FOR EQUIPMENT. TERMINATE 3'-0" AFF.
5. RELOCATE EXISTING MAU ELECTRICAL DISCONNECT. EXTEND CIRCUIT TO THE NEW LOCATION.
6. PROVIDE 60A/NF/2P/N3R DISCONNECT FOR HP-14. ROUTE CIRCUIT BACK TO PANEL LVM.
7. PROVIDE 30A/NF/3P/N1 DISCONNECT FOR AHU-14. ROUTE CIRCUIT BACK TO PANEL HVM.
8. PROVIDE 120V/1PH-20A POWER CIRCUIT AND LOW VOLTAGE BACKBOX & CONDUIT ROUGH-INS WITH PULL STRING FOR CARD READERS. FIELD COORDINATE ANY ROUGH-IN REQUIREMENTS FOR ELECTRIC DOOR STRIKES OR MAGNETIC LOCKS. ALL LOW VOLTAGE DEVICES TO BE IN CONDUIT.
9. EXTEND FIRE ALARM DEVICES TO THE NEW AREAS. ALL LOW VOLTAGE DEVICES TO BE IN CONDUIT. ELECTRICIAN TO COORDINATE REQUIREMENTS WITH FIRE ALARM SUBCONTRACTOR.

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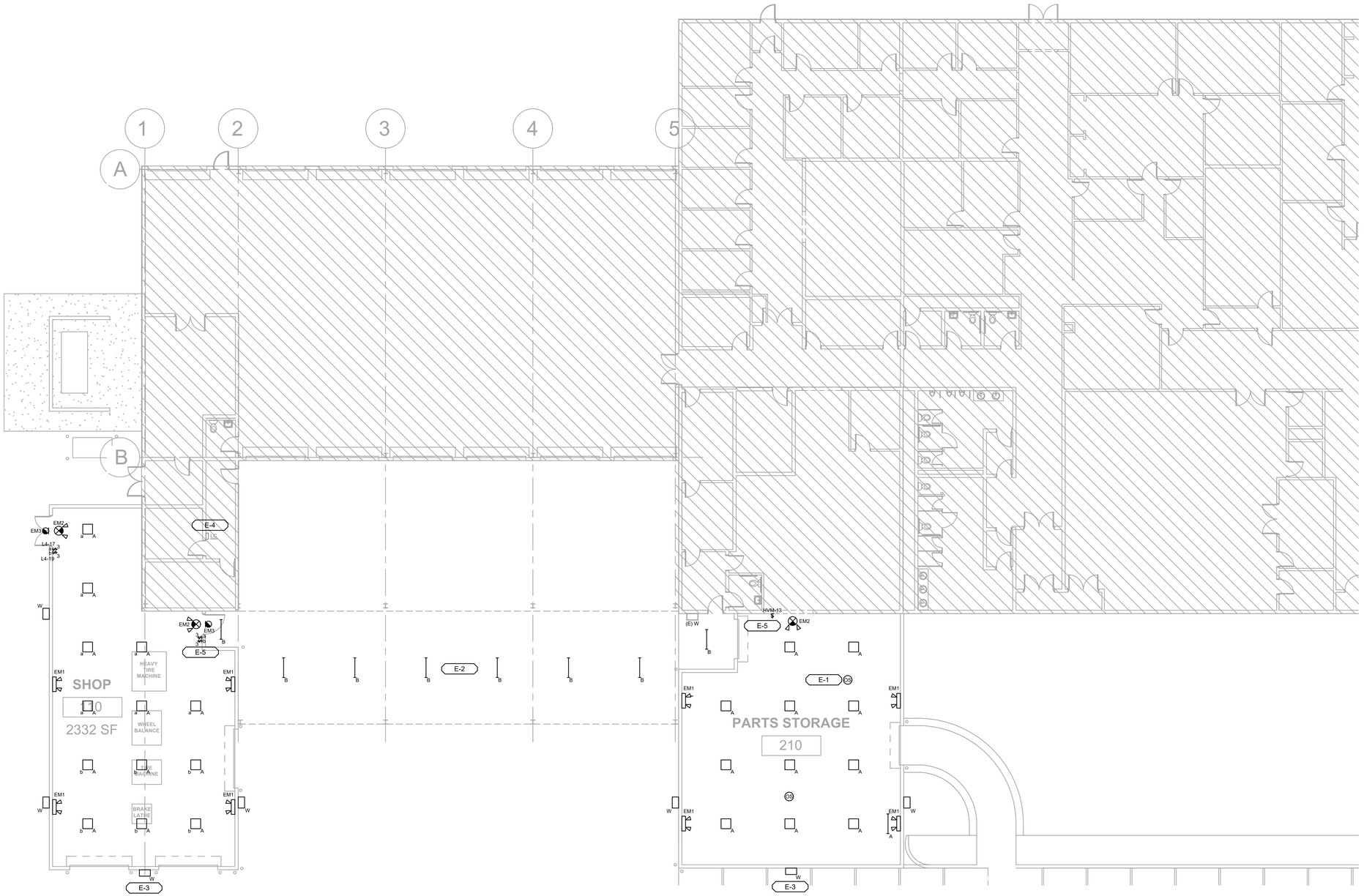
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sheet
E1.0
ELECTRICAL
POWER PLAN



1 ELECTRICAL LIGHTING PLAN

3/32" = 1'-0"

GENERAL NOTES

1. APPLICABLE CODES: IBC 2021, IFC 2021, IECC 2021, AND NEC 2020 WITH CITY AMENDMENTS.
2. ALL WORK IS TO BE PERFORMED BY A LICENSED ELECTRICIAN IN ACCORDANCE WITH ALL LOCAL AND NATIONAL CODES.
3. CONTRACTOR SHALL COORDINATE LUMINAIRE LOCATIONS WITH THE ARCHITECTURAL ELEVATIONS AND RCP PRIOR TO INSTALLATION. VERIFY LOCATIONS, AND MOUNTING METHODS, AND MATERIALS THAT ARE UNCLEAR PRIOR TO ORDERING OR INSTALLING LUMINAIRES.
4. CIRCUIT EXIT SIGNS (UNSWITCHED) WITH ADJACENT LIGHTING IN THE ROOM
5. PROVIDE EMERGENCY FIXTURES WITH UNSWITCHED HOT.

ELECTRICAL KEYED NOTES (E-1)

1. OCCUPANCY SENSOR MUST BE AUTO ON / MANUAL OR AUTO OFF. IF MANUAL OFF FEATURE IS PRESENT, IT MUST NOT BE ABLE TO OVERRIDE THE AUTO-ON FEATURE FOR MORE THAN 5 MINUTES.
2. EXTEND EXISTING EXTERIOR LIGHTING CIRCUIT FOR CANOPY LIGHTING (FIXTURE B). ALL EXTERIOR LIGHTING TO BE CONTROLLED BY EXISTING LIGHTING CONTACTOR.
3. EXTEND EXISTING EXTERIOR LIGHTING CIRCUIT FOR WALL PACK LIGHTING (FIXTURE W). ALL EXTERIOR LIGHTING TO BE CONTROLLED BY EXISTING LIGHTING CONTACTOR.
4. EXISTING EXTERIOR LIGHTING CONTACTOR (120V).
5. MOUNT LIGHTING CONTROLS ROOM CONTROLLER ABOVE LIGHT SWITCH AT 7' AFF. ALL LOW VOLTAGE WIRING TO BE IN CONDUIT.

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sheet
E2.0
ELECTRICAL
LIGHTING PLAN

PANEL SCHEDULE - H1 (EXISTING)

MAIN: 400A MLO | VOLTAGE: 480/277V,3Ø,4W | MOUNTING: SURFACE | AIC: 50,000 | RATING: NEMA 1

CKT #	TRIP/ POLE	DESCRIPTION	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	Ø	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	DESCRIPTION	TRIP/ POLE	CKT #
1	20/1	LIGHTING	750						A				20000			XFMR L1 (112.5 KVA)	173/3	2
3	**90/3**	**XFMR T-L4 (75 KVA)**	1096	720	0	6000	1500	0	B				20000			XFMR L1 (112.5 KVA)	--	4
5	**--**	**XFMR T-L4 (75 KVA)**	64	720	0	6500	1000	0	C				20000			XFMR L1 (112.5 KVA)	--	6
7	**--**	**XFMR T-L4 (75 KVA)**	1507	720	0	5500	1000	0	A					5000		AIR COMPRESSOR	40/3	8
9	20/1	LIGHTING	750						B					5000		AIR COMPRESSOR	--	10
11	20/1	AG	750						C					5000		AIR COMPRESSOR	--	12
13	20/1	TRAINING ROOM	750						A	1000	720	0	1500	43600	0	PANEL HVM	200/3	14
15	20/1	SPARE							B	0	720	0	500	45000	0	PANEL HVM	--	16
17	20/1	SPARE							C	0	720	0	1000	41000	0	PANEL HVM	--	18
19	20/1	SPARE							A							SPARE	20/3	20
21	20/1	SPARE							B							SPARE	--	22
23	20/1	LIGHTING SHOP	750						C							SPARE	--	24
25	20/3	HP-2					1800		A					4000		AHU-7	20/3	26
27	--	HP-2					1800		B					4000		AHU-7	--	28
29	--	HP-2					1800		C					4000		AHU-7	--	30
31	20/3	HP-1					2000		A					4000		AHU-5	20/3	32
33	--	HP-1					2000		B					4000		AHU-5	--	34
35	--	HP-1					2000		C					4000		AHU-5	--	36
37	20/3	HP-5					2000		A					3300		AHU-4	20/3	38
39	--	HP-5					2000		B					3300		AHU-4	--	40
41	--	HP-5					2000		C					3300		AHU-4	--	42
43	20/3	HP-4					1800		A					4000		AHU-3	20/3	44
45	--	HP-4					1800		B					4000		AHU-3	--	46
47	--	HP-4					1800		C					4000		AHU-3	--	48
49	20/3	HP-3					2000		A					3300		AHU-6	20/3	50
51	--	HP-3					2000		B					3300		AHU-6	--	52
53	--	HP-3					2000		C					3300		AHU-6	--	54
55	20/3	HP-7					2000		A					3300		AHU-9	20/3	56
57	--	HP-7					2000		B					3300		AHU-9	--	58
59	--	HP-7					2000		C					3300		AHU-9	--	60
61	20/3	HP-6					1800		A					3300		AHU-8	20/3	62
63	--	HP-6					1800		B					3300		AHU-8	--	64
65	--	HP-6					1800		C					3300		AHU-8	--	66
67	20/3	HP-9					1800		A					2500		BRIDGE CRANE	20/3	68
69	--	HP-9					1800		B					2500		BRIDGE CRANE	--	70
71	--	HP-9					1800		C					2500		BRIDGE CRANE	--	72
73	20/3	HP-8					1800		A				4000			WH-1	20/3	74
75	--	HP-8					1800		B				4000			WH-1	--	76
77	--	HP-8					1800		C				4000			WH-1	--	78
79	30/3	HP-10					2000		A	500	0	0	5000	9600	0	PANEL H3	250/3	80
81	--	HP-10					2000		B	750	0	0	5000	9600	0	PANEL H3	--	82
83	--	HP-10					2000		C	0	0	0	5000	9600	0	PANEL H3	--	84

	LTG	REC	CONT	MISC	MTR	KIT	TOTAL KVA	TOTAL AMPS
PHASE A - CONNECTED LOAD	4.51	1.44	0.00	36.00	105.90	0.00	147.85	534
PHASE B - CONNECTED LOAD	2.60	1.44	0.00	35.50	107.80	0.00	147.34	532
PHASE C - CONNECTED LOAD	1.56	1.44	0.00	36.50	103.30	0.00	142.80	516
TOTAL CONNECTED LOAD	8.67	4.32	0.00	108.00	317.00	0.00	437.99	527
DEMAND FACTOR	1.25	(1)	1.25	1	(2)	0.65		
PHASE A - DEMAND LOAD	5.63	1.44	0.00	36.00	106.21	0.00	149.28	539
PHASE B - DEMAND LOAD	3.25	1.44	0.00	35.50	108.11	0.00	148.30	535
PHASE C - DEMAND LOAD	1.96	1.44	0.00	36.50	103.61	0.00	143.51	518
TOTAL DEMAND LOAD	10.83	4.32	0.00	108.00	317.93	0.00	441.09	531

NOTES:
(1) PER NEC 220.44
(2) PER NEC 220.50
LARGEST MOTOR HORSEPOWER: 5

PANEL SCHEDULE - L4 (NEW)

MAIN: 200A MCB | VOLTAGE: 208/120V,3Ø,4W | MOUNTING: SURFACE | AIC: 14,000 | NEMA 4

CKT #	TRIP/ POLE	DESCRIPTION	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	Ø	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	DESCRIPTION	TRIP/ POLE	CKT #
1	20/2	WHEEL BALANCE				1000			A				2000			IRH-1	30/2	2
3	--	WHEEL BALANCE				1000			B				2000			IRH-1	--	4
5	20/1	BRAKE LATHE				1000			C				2000			IRH-2	30/2	6
7	20/1	TIRE MACHINE				1000			A				2000			IRH-2	--	8
9	20/1	HEAVY TIRE MACHINE				1000			B				2000			IRH-3	30/2	10
11	20/1	RECEPTACLES		720					C				2000			IRH-3	--	12
13	20/1	RECEPTACLES		720					A					500		EF-21 & 22	20/1	14
15	20/1	RECEPTACLES		720					B					1000		GARAGE DOOR	20/1	16
17	20/1	NORTH HIGH BAY LIGHTS	1507						C					1000		GARAGE DOOR	20/1	18
19	20/1	SOUTH HIGH BAY LIGHTS	1096						A					1000		GARAGE DOOR	20/1	20
21	20/1	EMERGENCY LIGHTS	64						B				500			CARD READER	20/1	22
23	20/1	SPARE							C				500			DDC CONTROLS	20/1	24
25	20/1	SPARE							A							SPARE	20/1	26
27	20/1	SPARE							B							SPARE	20/1	28
29	20/1	SPARE							C							SPARE	20/1	30
31	20/1	SPARE							A							SPARE	20/1	32
33	20/1	SPARE							B							SPARE	20/1	34
35	20/1	SPARE							C							SPARE	20/1	36
37		SPACE							A							SPACE		38
39		SPACE							B							SPACE		40
41		SPACE							C							SPACE		42

	LTG	REC	CONT	MISC	MTR	KIT	TOTAL KVA	TOTAL AMPS
PHASE A - CONNECTED LOAD	1.10	0.72	0.00	6.00	1.50	0.00	9.32	78
PHASE B - CONNECTED LOAD	0.06	0.72	0.00	6.50	1.00	0.00	8.28	69
PHASE C - CONNECTED LOAD	1.51	0.72	0.00	5.50	1.00	0.00	8.73	73
TOTAL CONNECTED LOAD	2.67	2.16	0.00	18.00	3.50	0.00	26.33	73
DEMAND FACTOR	1.25	(1)	1.25	1	(2)	0.65		
PHASE A - DEMAND LOAD	1.37	0.72	0.00	6.00	1.62	0.00	9.71	81
PHASE B - DEMAND LOAD	0.08	0.72	0.00	6.50	1.12	0.00	8.42	70
PHASE C - DEMAND LOAD	1.88	0.72	0.00	5.50	1.12	0.00	9.23	77
TOTAL DEMAND LOAD	3.33	2.16	0.00	18.00	3.87	0.00	27.37	76

NOTES:
(1) PER NEC 220.44
(2) PER NEC 220.50
LARGEST MOTOR HORSEPOWER: 2

PANEL SCHEDULE - HVM (EXISTING)

MAIN: 200A MCB | VOLTAGE: 480/277V,3Ø,4W | MOUNTING: SURFACE | AIC: 50,000 | RATING: NEMA 1

CKT #	TRIP/ POLE	DESCRIPTION	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	Ø	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	DESCRIPTION	TRIP/ POLE	CKT #
1	100/3	XFMR T-LVM (75 KVA)	0	720	0	1000	13000	0	A					3300		AHU-1	20/3	2
3	--	XFMR T-LVM (75 KVA)	0	720	0	0	14400	0	B					3300		AHU-1	--	4
5	--	XFMR T-LVM (75 KVA)	0	720	0	1000	11400	0	C					3300		AHU-1	--	6
7	20/3	AHU-2					3300		A					20000		MAU	90/3	8
9	--	AHU-2					3300		B					20000		MAU	--	10
11	--	AHU-2					3300		C					20000		MAU	--	12
13	**20/1**	**PARTS STORAGE LTS & E-LTS**	**1000**						A					**5000**		**AHU-14**	**30/3**	14
15		SPACE							B					**5000**		**AHU-14**	**--**	16
17		SPACE							C					**5000**		**AHU-14**	**--**	18
19		SPACE							A							SPACE		20
21		SPACE							B							SPACE		22
23		SPACE							C							SPACE		24
25		SPACE							A							SPACE		26
27		SPACE							B							SPACE		28
29		SPACE							C							SPACE		30
31		SPACE							A							SPACE		32
33		SPACE							B							SPACE		34
35		SPACE							C							SPACE		36
37		SPACE							A							SPACE		38
39		SPACE							B							SPACE		40
41		SPACE							C							SPACE		42

	LTG	REC	CONT	MISC	MTR	KIT	TOTAL KVA	TOTAL AMPS
PHASE A - CONNECTED LOAD	1.00	0.72	0.00	1.00	44.60	0.00	47.32	171
PHASE B - CONNECTED LOAD	0.00	0.72	0.00	0.00	46.00	0.00	46.72	169
PHASE C - CONNECTED LOAD	0.00	0.72	0.00	1.00	43.00	0.00	44.72	161
TOTAL CONNECTED LOAD	1.00	2.16	0.00	2.00	133.60	0.00	138.76	167
DEMAND FACTOR	1.25	(1)	1.25	1	(2)	0.65		
PHASE A - DEMAND LOAD	1.25	0.72	0.00	1.00	45.22	0.00	48.19	174
PHASE B - DEMAND LOAD	0.00	0.72	0.00	0.00	46.62	0.00	47.34	171
PHASE C - DEMAND LOAD	0.00	0.72	0.00	1.00	43.62	0.00	45.34	164
TOTAL DEMAND LOAD	1.25	2.16	0.00	2.00	135.47	0.00	140.88	169

NOTES:
(1) PER NEC 220.44
(2) PER NEC 220.50
LARGEST MOTOR HORSEPOWER: 10

PANEL SCHEDULE - LVM (EXISTING)

MAIN: 225A MLO | VOLTAGE: 208/120V,3Ø,4W | MOUNTING: SURFACE | AIC: 14,000 | NEMA 1

CKT #	TRIP/ POLE	DESCRIPTION	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	Ø	LOAD (VA) LTG	REC	CONT	MISC	MTR	KIT	DESCRIPTION	TRIP/ POLE	CKT #
1	20/2	AHU-1					1000		A					1000		AHU-2	20/2	2
3	--	AHU-1					1000		B					1000		AHU-2	--	4
5	20/2	AHU-3					1000		C					1000		AHU-4	20/2	6
7	--	AHU-3					1000		A					1000		AHU-4	--	8
9	20/2	SPARE							B					1000		AHU-6	20/2	10
11	--	SPARE							C					1000		AHU-6	--	12
13	20/2	SPARE							A					1000		AHU-8	20/2	14
15	--	SPARE							B					1000		AHU-8	--	16
17	20/2	AHU-9					1000		C							SPARE	20/2	18
19	--	AHU-9					1000		A							SPARE	--	20
21	20/2	SPARE							B							SPARE	20/2	22
23	--	SPARE							C							SPARE	--	24
25	20/2	SPARE							A					4000		AHU-11	50/2	26
27	--	SPARE							B					4000		AHU-11	--	28
29	**20/1**	**RECEPTACLES**		**720**					C							SPARE	20/2	30
31	**20/1**	**RECEPTACLES**		**720**					A							SPARE	--	32
33	**20/1**	**RECEPTACLES**		**720**					B					**3400**		**HP-14**	**50/2**	34
35	**20/1**	**GARAGE DOOR**				**1000**			C					**3400**		**HP-14**	**--**	36
37	**20/1**	**GARAGE DOOR**				**1000**			A						**500**	**CARD READER**	**20/1**	38
39		SPACE							B						**500**	**DDC CONTROLS**	**20/1**	40
41		SPACE							C							SPACE		42

	LTG	REC	CONT	MISC	MTR	KIT	TOTAL KVA	TOTAL AMPS
PHASE A - CONNECTED LOAD	0.00	0.72	0.00	1.50	10.00	0.00	12.22	102
PHASE B - CONNECTED LOAD	0.00	0.72	0.00	0.50	11.40	0.00	12.62	105
PHASE C - CONNECTED LOAD	0.00	0.72	0.00	1.00	7.40	0.00	9.12	76
TOTAL CONNECTED LOAD	0.00	2.16	0.00	3.00	28.80	0.00	33.96	94
DEMAND FACTOR	1.25	(1)	1.25	1	(2)	0.65		
PHASE A - DEMAND LOAD	0.00	0.72	0.00	1.50	10.31	0.00	12.53	104
PHASE B - DEMAND LOAD	0.00	0.72	0.00	0.50	11.71	0.00	12.93	108
PHASE C - DEMAND LOAD	0.00	0.72	0.00	1.00	7.71	0.00	9.43	79
TOTAL DEMAND LOAD	0.00	2.16	0.00	3.00	29.73	0.00	34.89	97

NOTES:
(1) PER NEC 220.44
(2) PER NEC 220.50
LARGEST MOTOR HORSEPOWER: 5

LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER	MODEL	LAMP TYPE	FIXTURE WATTS	VOLTAGE	MOUNTING	REMARKS
A	LITHONIA	CPHB-AL013-MVOLT-SWW3-80CRI-DWH	12,000/15,000/18,000 LM 80 CRI, 4000K/5000K	89	MVOLT	FLUSH	LED HIGH BAY, WHITE SELECTABLE LUMEN OUTPUT SELECTABLE CCT COLOR TEMP
B	LITHONIA	CSVT L48-ALO3-MVOLT-SWW3-80CRI	3,106 - 4,946 LUMEN LED 80 CRI, 35K/40K/50K	42	MVOLT	SURFACE	4FT LED STRIP LIGHT, VAPOR TIGHT, WHITE SWITCHABLE LUMENS SWITCHABLE COLOR TEMP
W	ATLAS AMERICAN LIGHTING	WLM--43LED----	5,726 LUMEN LED 80 CRI, 4500K	43	MVOLT	SURFACE	WALL PACK, BRONZE
EM1	LITHONIA	ELM2L M12	LED	4	120	SURFACE	LED EMERGENCY LIGHT
EM2	LITHONIA	ECRG HO RD M6	LED	4	120	CEILING/WALL	LED EXIT SIGN WITH EMERGENCY LIGHTS, SINGLE FACE, DIRECTION ARROW/MOUNTING AS REQUIRED LED EXIT SIGN WITH EMERGENCY LIGHTS, DOUBLE FACE, DIRECTION ARROWS/MOUNTING AS REQUIRED
EM3	LITHONIA	AFF-OEL-DBLBXD-UVOLT-LTP-SDRT-FCT-CW	LED	12	120	SURFACE	DIE CAST EMERGENCY LIGHT

GENERAL NOTES:
1. CATALOG NUMBERS PROVIDED FOR REFERENCE ONLY. CONTRACTOR TO PROVIDE ALL NECESSARY ACCESSORIES AND MOUNTING HARDWARE REQUIRED FOR A COMPLETE INSTALLATION.
2. ALL LIGHTING TO BE INSTALLED PER MANUFACTURERS' RECOMMENDATIONS
3. VERIFY QUANTITIES WITH THOSE SHOWN ON PLANS. PROVIDE QUANTITIES NEEDED TO CARRY OUT DESIGN INTENT.

BACORN BROS.
BACORN BROS
PO Box 341621
Lakeway Texas 78734
Ph. (512)953-3474
www.BacornBros.com
Registered Firm F-19803

WILCO FLEET SERVICES ADDITION
3419 SE INNER LOOP
GEORGETOWN, TX 78626

STATE OF TEXAS
DAVID L. BACORN
109597
LICENSED
PROFESSIONAL ENGINEER
09/13/24

project number
20240102

drawn by | checked

Issue Log

	ISSUE FOR CONSTRUCTION 09/13/24

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sheet
E3.0
ELECTRICAL SCHEDULES

FEEDER SCHEDULE

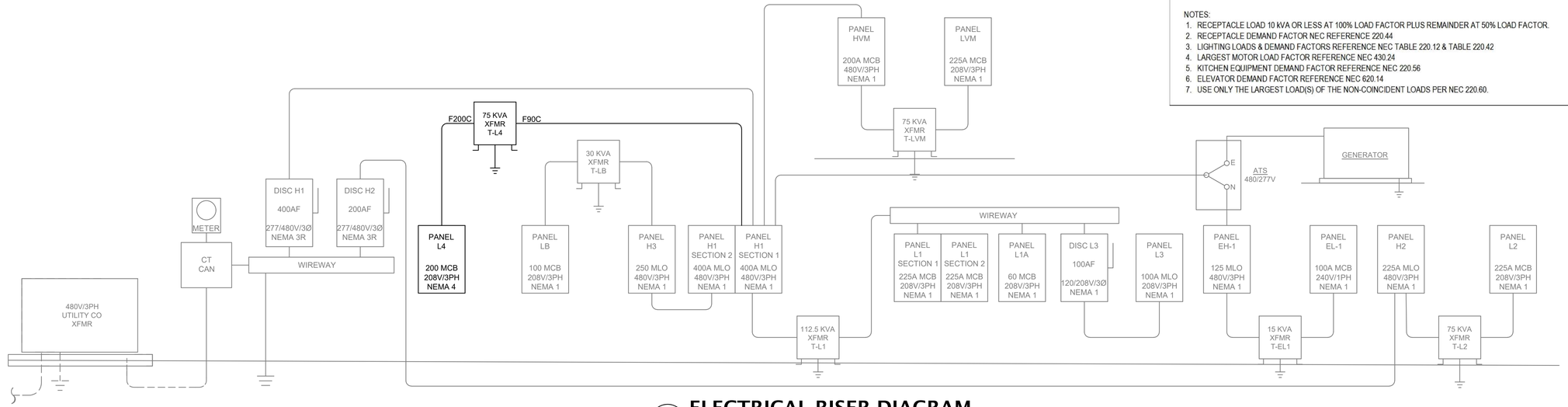
TAG	FEEDER	TAG	FEEDER	TAG	FEEDER	ALT ALUMINUM FEEDER
F20A	2#12 CU, #12G CU, IN 3/4"C	F20B	3#12 CU, #12G CU, IN 3/4"C	F20C	4#12 CU, #12G CU, IN 3/4"C	N/A
F25A	2#10 CU, #10G CU, IN 3/4"C	F25B	3#10 CU, #10G CU, IN 3/4"C	F25C	4#10 CU, #10G CU, IN 3/4"C	N/A
F30A	2#10 CU, #10G CU, IN 3/4"C	F30B	3#10 CU, #10G CU, IN 3/4"C	F30C	4#10 CU, #10G CU, IN 3/4"C	N/A
F35A	2#8 CU, #10G CU, IN 3/4"C	F35B	3#8 CU, #10G CU, IN 3/4"C	F35C	4#8 CU, #10G CU, IN 3/4"C	N/A
F40A	2#8 CU, #10G CU, IN 3/4"C	F40B	3#8 CU, #10G CU, IN 3/4"C	F40C	4#8 CU, #10G CU, IN 3/4"C	N/A
F45A	2#8 CU, #10G CU, IN 3/4"C	F45B	3#8 CU, #10G CU, IN 3/4"C	F45C	4#8 CU, #10G CU, IN 3/4"C	N/A
F50A	2#6 CU, #10G CU, IN 3/4"C	F50B	3#6 CU, #10G CU, IN 3/4"C	F50C	4#6 CU, #10G CU, IN 1"C	N/A
F60A	2#6 CU, #10G CU, IN 3/4"C	F60B	3#6 CU, #10G CU, IN 3/4"C	F60C	4#6 CU, #10G CU, IN 1"C	N/A
F70A	2#4 CU, #8G CU, IN 1"C	F70B	3#4 CU, #8G CU, IN 1"C	F70C	4#4 CU, #8G CU, IN 1-1/2"C	N/A
F80A	2#4 CU, #8G CU, IN 1"C	F80B	3#4 CU, #8G CU, IN 1"C	F80C	4#4 CU, #8G CU, IN 1-1/2"C	N/A
F90A	2#3 CU, #8G CU, IN 1"C	F90B	3#3 CU, #8G CU, IN 1"C	F90C	4#3 CU, #8G CU, IN 1-1/2"C	N/A
F100A	2#3 CU, #8G CU, IN 1"C	F100B	3#3 CU, #8G CU, IN 1"C	F100C	4#3 CU, #8G CU, IN 1-1/2"C	#2/O AL, IN 2"C
F110A	2#2 CU, #6G CU, IN 1"C	F110B	3#2 CU, #6G CU, IN 1-1/2"C	F110C	4#2 CU, #6G CU, IN 1-1/2"C	#2/O AL, IN 2"C
F125A	2#1 CU, #6G CU, IN 1-1/2"C	F125B	3#1 CU, #6G CU, IN 1-1/2"C	F125C	4#1 CU, #6G CU, IN 1-1/2"C	#2/O AL, IN 2"C
F150A	2#1/O CU, #6G CU, IN 1-1/2"C	F150B	3#1/O CU, #6G CU, IN 1-1/2"C	F150C	4#1/O CU, #6G CU, IN 1-1/2"C	#3/O AL, IN 2"C
F175A	2#2/O CU, #6G CU, IN 1-1/2"C	F175B	3#2/O CU, #6G CU, IN 2"C	F175C	4#2/O CU, #6G CU, IN 2"C	#4/O AL, IN 2-1/2"C
F200A	2#3/O CU, #6G CU, IN 1-1/2"C	F200B	3#3/O CU, #6G CU, IN 2"C	F200C	4#3/O CU, #6G CU, IN 2"C	#250 AL, IN 3"C
F225A	2#4/O CU, #4G CU, IN 2"C	F225B	3#4/O CU, #4G CU, IN 2"C	F225C	4#4/O CU, #4G CU, IN 2-1/2"C	#300 AL, IN 3"C
F250A	2#250 CU, #4G CU, IN 2"C	F250B	3#250 CU, #4G CU, IN 2-1/2"C	F250C	4#250 CU, #4G CU, IN 3"C	#350 AL, IN 3"C
F300A	2#350 CU, #4G CU, IN 2-1/2"C	F300B	3#350 CU, #4G CU, IN 3"C	F300C	4#350 CU, #4G CU, IN 3"C	#500 AL, IN 3-1/2"C
F350A	-	F350B	3#500 CU, #3G CU, IN 3-1/2"C	F350C	4#500 CU, #3G CU, IN 3-1/2"C	#700 AL, IN 4"C
F400A	-	F400B	3#600 CU, #3G CU, IN 4"C	F400C	4#600 CU, #3G CU, IN 4"C	(2) SETS #250 AL, IN 3"C
F450A	-	F450B	(2) SETS 3#4/O CU, #2G CU, IN 2"C	F450C	(2) SETS 4#4/O CU, #2G CU, IN 2-1/2"C	(2) SETS #300 AL, IN 3"C
F500A	-	F500B	(2) SETS 3#250 CU, #2G CU, IN 2-1/2"C	F500C	(2) SETS 4#250 CU, #2G CU, IN 3"C	(2) SETS #350 AL, IN 3"C
F600A	-	F600B	(2) SETS 3#350 CU, #1G CU, IN 3"C	F600C	(2) SETS 4#350 CU, #1G CU, IN 3"C	(2) SETS #500 AL, IN 3-1/2"C

DESIGN LOAD ANALYSIS

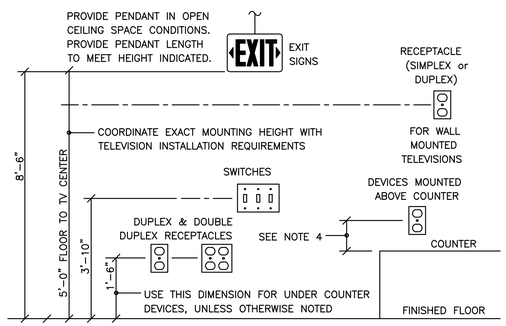
BUILDING AREA (SF) 4,400

	CONNCTED	KVA	LOAD FACTOR	DESIGN KVA	VOLTAGE	PH	CURRENT	NOTES
GENERAL POWER/RECEPTACLES	8.8		(1)	8.8	120	1	73.3	(2)
LIGHTING	8.8		1.25	11.0	120	1	91.7	(3)
DEDICATED LOADS								
SHOP EQUIPMENT	5.0		1.00	5.0	120	1	41.7	
GARAGE DOOR (QTY 5)	5.0		0.75	3.8	208	1	18.0	
LARGEST MOTOR LOAD (5 HP)	3.8		0.25	0.9	120	1	7.8	(4)
HVAC EQUIPMENT								
AHU-1 (15 KW HEAT)	21.0		1.00	21.0	480	3	25.3	
HP-1 (20-TON)	6.8		1.00	6.8	208	1	32.7	
INFRARED HEATER (QTY 3)	12.0		1.00	12.0	208	1	57.7	
FANS	1.5		1.00	1.5	120	1	12.5	
NEW ADDITION SUB-TOTAL	72.7			70.8	480	3	85.2	
EXISTING BUILDING LOADS								
METERED LOAD (NEC 220.87)	96.0		1.25	120.0	480	3	144.5	
TOTAL BUILDING LOAD	168.7			190.8	480	3	229.8	

NOTES:
1. RECEPTACLE LOAD 10 KVA OR LESS AT 100% LOAD FACTOR PLUS REMAINDER AT 50% LOAD FACTOR.
2. RECEPTACLE DEMAND FACTOR NEC REFERENCE 220.44
3. LIGHTING LOADS & DEMAND FACTORS REFERENCE NEC TABLE 220.12 & TABLE 220.42
4. LARGEST MOTOR LOAD FACTOR REFERENCE NEC 430.24
5. KITCHEN EQUIPMENT DEMAND FACTOR REFERENCE NEC 220.56
6. ELEVATOR DEMAND FACTOR REFERENCE NEC 620.14
7. USE ONLY THE LARGEST LOAD(S) OF THE NON-COINCIDENT LOADS PER NEC 220.60.

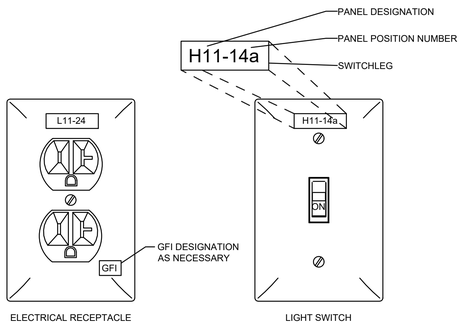


1 ELECTRICAL RISER DIAGRAM
N.T.S.



NOTES:
1. ALL MOUNTING HEIGHTS SHALL BE MEASURED FROM FINISHED FLOOR TO CENTERLINE OF DEVICE EXCEPT EXIT SIGNS.
2. DEVICES SHALL BE INSTALLED ON A COMMON VERTICAL CENTERLINE WHEREVER POSSIBLE.
3. ALL DEVICES SHALL BE INSTALLED AT THE MOUNTING HEIGHT INDICATED ON THIS DETAIL, UNLESS OTHERWISE NOTED.
4. MOUNT 6" ABOVE COUNTERTOP OR ASSOCIATED BACKSPLASH. REFER TO ARCHITECTURAL DRAWINGS FOR COUNTERTOP HEIGHTS AND ASSOCIATED BACKSPLASH HEIGHT INFORMATION.

2 DEVICE MOUNTING HEIGHTS
NTS



COVER LABELS
ALL COVERS SHALL BE PROVIDE WITH AN IDENTIFIER. THE POWER DEVICE COVER LABELING MUST BE DONE IAW THE FOLLOWING GUIDELINES:

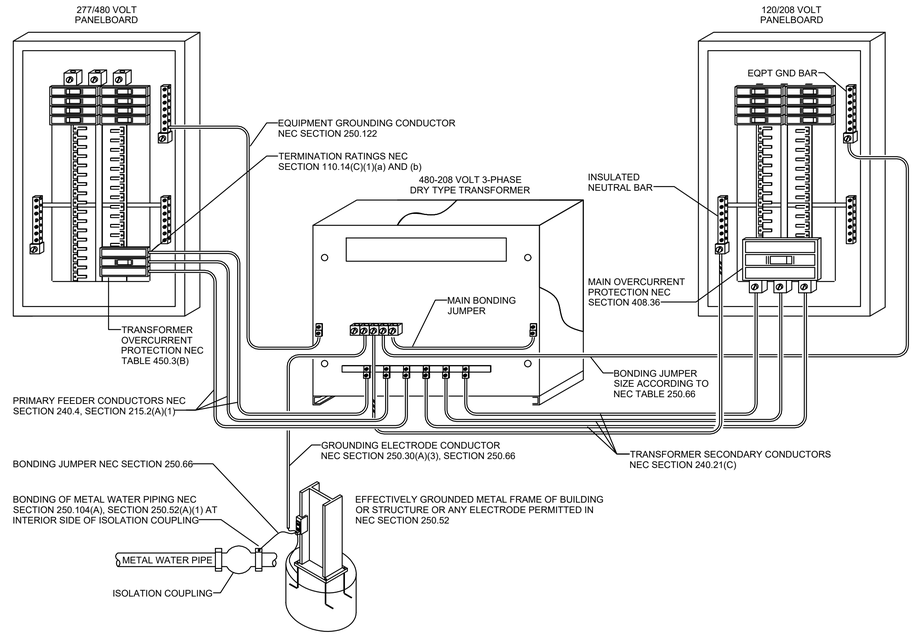
1. RECEPTACLES AND SWITCHES SHALL BE IDENTIFIED WITH THE PANEL AND POSITION OF THE CIRCUIT BREAKER USED TO SHUT OFF POWER TO THE DEVICE.

2. OUTLET BOXES USED FOR CIRCUIT EXTENSION TO SYSTEMS FURNITURE SHALL HAVE ALL CIRCUITS WITHIN THE BOX LISTED ON THE COVER.

3. SWITCHES, OCCUPANCY SENSORS, AND DAYLIGHTING CONTROLS, IN COMMON SPACES HAVING DEVICES ON DIFFERENT SWITCHLEGS, INCLUDE THE SWITCHLEG DESIGNATION.

4. WHERE ITEM 3 APPLIES: OCCUPANCY SENSORS AND DAYLIGHTING CONTROL DEVICES SHALL HAVE A LABEL PLACED ON THE ADJACENT CEILING OR ON THE EXPOSED BOX WHEN NOT PLACED IN A CEILING.

3 DEVICE & OUTLET LABELS
NTS



4 SEPERATELY DERIVED SYSTEM GROUNDING DETAIL
NTS

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3419 SE INNER LOOP
GEORGETOWN, TX 78626

STATE OF TEXAS
DAVID L. BACORN
109597
LICENSED
PROFESSIONAL ENGINEER
09/13/24

project number
20240102

drawn by checked

Issue Log

	ISSUE FOR CONSTRUCTION 09/13/24

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sheet
E4.0
ELECTRICAL
RISER & DETAILS

6 – Pricing Sheet for CMAR

CMF-Fleet Shop Addition-P608
25RFP3 – RFP CMAR for Fleet Shop Addition

Respondent Name: Chasco Constructors, Ltd., L.L.P.

Respondent must utilize this Pricing Sheet. Any reworked version of this sheet, provided by Respondent as a substitute, may be deemed non-responsive, and may, at the County's sole discretion, result in Respondent's disqualification.

Preliminary Construction Budget (A) **$ 1,000,000.00**
shall include Respondent's proposed Preconstruction Services Fee, Cost of Work and Construction Services Fee but excludes an Owner's Contingency.

Preconstruction Phase Services Fee (B): **$ 7,000.00**
Respondent shall be paid a lump sum Preconstruction Phase services fee prior to moving to the Guaranteed Maximum Price (GMP) Proposal.

Construction Phase Services Fee (C):
Respondent shall propose a fee percentage to provide the scope of work specified in the Construction Phase Services Fee Details below. Percentage fee shall be added to the Cost of Work to compute the Guaranteed Maximum Price (GMP) *and for increases in Project Funding by County*.

$ 1,000,000.00	x	30.81 %	=	$ 308.100.00
Prelim. Construction Budget (A)		Multiplier		Construction Services Fee (C)

Total Proposal Price (B + C): **$ 315,100.00**
Shall include: Respondent's proposed Preconstruction Phase Services Fee (B) and Construction Phase Services Fee (C), but excludes Owner's Contingency. **Price shall be used in solicitation evaluation.**

Estimated Construction Duration: **Six (6) months**
from Notice to Proceed (NTP) to Substantial Completion.

Note: Six-month duration is based on the time of 180 days for Substantial Completion as noted in Document 1- OVERVIEW – Fleet Shop Addition-P608 in the RFP.

Construction Phase Services Fee Percentage for Change Orders NOT extending Contract Time:
This percentage excludes Construction Phase Services Fee costs and shall be added to the Cost of Work for Change Orders NOT affecting Contract Time.

18.54 %

Construction Phase Services Fee per day for Change Orders extending Contract Time only:
This includes Construction Phase Services Fee costs for Change Orders affecting Contract Time.

$ 1,486.00 per day

Construction Phase Services Fee Details

This fee shall be the total cost of services provided by the Respondent and shall include the following:

1. Fees for construction phase services other than for self-performed construction work;

2. Overhead and profit;

3. Rental charges and repair assessments for temporary facilities and equipment, and costs of transportation, installation, minor repairs, dismantling, and removal;

4. Office Expenses: Courier service, postage and expressage;

5. Temporary Utilities: Mobilization and demobilization, electric and water services (including field office trailers), sanitary holding tank and portable toilets, gas, heat and ventilation, construction facilities and services, construction fencing, storage trailers, dewatering (not including subsurface water intrusion), weatherization, winterization, fire protection, IT, site lighting, temporary construction roads and parking, clean-up, dumpsters, signage, safety, audit, and record storage;

6. Taxes, Insurance, and Fees: Worker's compensation insurance, builder's risk insurance, insurance deductibles, public owner's protective insurance, liability and property insurance for the project, automobile insurance, performance and payment bonds, legal fees, Construction Phase Services fee, overhead and profit;

7. Contractor Labor: Payroll tax fringes, contractor labor (except self-performed work), badging, drug testing, safety officer, QA/QC manager, senior project manager, project manager, project engineer, senior superintendent, superintendent, vehicles and fuel for supervisory personnel;

8. General Construction Debris Removal: Costs of removal of general construction debris from the site of the Work and its proper and legal disposal;

9. Construction Survey Layout: Layout crew and licensed survey layout;

10. Project Close-out: Close-out documents, as-built drawings, product warranties, commissioning assistance, and turnover management.

Excluded Costs

Williamson County's Vendor Reimbursement Policy (attached to Solicitation) outlines items that will not be paid as proposed Construction Phase Services Fee costs, including the following:

- Groundbreaking expenses
- Ribbon-cutting expenses
- Field office setup
- Drinking water
- Field office supplies
- Field office cleaning
- Field office fire safety and first aid equipment supplies
- Field office window cleaning

WILCO
FACILITIES MANAGEMENT

December 9, 2024

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 25RFP3
CMAR for Fleet Shop Addition
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **Chasco Constructors, Ltd., LLP** to be the best-suited candidate for the CMAR – Fleet Addition. The evaluation committee recommends award of the **CMAR – Fleet Addition** project to **Chasco Constructors, Ltd., LLP.**

Sincerely,

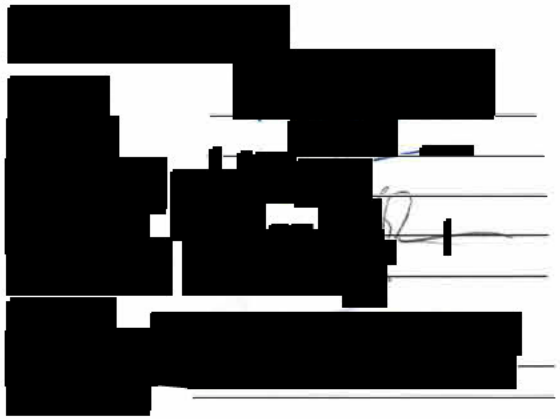
Dale Butler
Senior Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599 Cell 512-658-3925
dbutler@wilco.org www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

25RFCSP3 RFCSP - Williamson County - Fleet Shop Addition-P608

December 6, 2024

Evaluation Criteria	Max Points	Aggieland Construction	Chasco Constructors	CMC Development & Constrution Corp	Falkenberg Construction Co., Inc.	Ichor Group, Inc.	Tegrity Contractors, Inc.
COI/Anti-Boycott/References/Canceled-Term Contracts	Pass/Fail	P	P	P	P	P	P
Company experience of similar type and size Projects	20	19	20	18	20	15	15
Company performance with Government Agencies	20	18	20	20	20	15	20
Site Superintendent professional experience	25	25	25	23	22	20	25
Project Manager professional experience	25	24	25	25	25	20	25
Bid	10	8	5	7	6	10	5
Proposed Amount		$ 185,000.00	$ 330,000.00	$ 207,463.00	$ 272,000.00	$ 155,000.00	$ 318,754.00
Total	100	94	95	93	93	80	90



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:
2024-1247379

Date Filed:
12/10/2024

Date Acknowledged:

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

Chasco Constructors
ROUND ROCK, TX United States

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

Williamson County Texas

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

P608_CMAR Contract
Fleet shop addition

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
King, Charles	Round Rock, TX United States	X	
Glace, Charles	Round Rock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street) (city) TX (state) 78728 (zip code) US (country)

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

Executed in Williamson County, State of TX, on the 10 day of Dec (month), 20 24 (year).

Cathy Miles
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:
2024-1247379

Date Filed:
12/10/2024

Date Acknowledged:
12/26/2024

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

Chasco Constructors
ROUND ROCK, TX United States

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

Williamson County Texas

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

P608_CMAR Contract
Fleet shop addition

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
King, Charles	Round Rock, TX United States	X	
Glace, Charles	Round Rock, 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 **56.**

Meeting Date: 01/07/2025

Approval of Award for RFSQ #24RFSQ53 Design and Engineering Services Agreement with Beck Architecture, LLC for 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 awarding RFSQ #24RFSQ53 to Beck Architecture, LLC, for the Lake Creek Annex, in the amount of One Hundred Nineteen Thousand, Seven Hundred Dollars ($119,700.00) and authorize execution of the agreement. The funding source is P632.

Background

Beck Architecture, LLC is recommended for award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Beck Architecture, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Beck Architecture, LLC received the highest score for this project. This Agreement for Lake Creek Annex Design Services between Williamson County and Beck Architecture, LLC, is for the Lake Creek Annex, 9500 Lake Creek Parkway, Austin, Texas 78626. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is P632 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Lake Creek Annex Agreement Beck Architecture

Form 1295 Beck Architecture, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 09:47 AM
Form Started By: Johnny Grimaldo		Started On: 12/26/2024 12:33 PM
Final Approval Date: 01/02/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Lake Creek Annex** ("Project")

ARCHITECT/ ENGINEER: **Beck Architecture, LLC.**("A/E")
Nathan Wilcox, AIA, Principal Architect
1401 E 6th Street, Bldg. 1, Suite 500
Austin, TX 78702

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES (" Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

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

WHEREAS, County intends to **have programming services performed to repurpose 8,600 sf portion of existing Lake Creek Annex building**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **One Hundred Nineteen Thousand, Seven Hundred Dollars ($119,700.)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand One Hundred Ninety-Seven Dollars ($ 1,197)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall

have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

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

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

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

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

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

A/E's Designated Representative for purposes of this Agreement is as follows:

Beck Architecture, LLC.
Nathan Wilcox, AIA, Principal Architect
1401 E 6th Street, Bldg. 1, Suite 500
Austin, TX 78702

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall

be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

A/E: Beck Architecture, LLC.
1401 E 6th Street, Bldg. 1, Suite 500
Austin, TX 78702

Attention: Nathan Wilcox, AIA
Principal Architect

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

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and

present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.
A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics

prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

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

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

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

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in

negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

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

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

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

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

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

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

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and

wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

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

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E,

INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$1,000,000** per claim.

25.2 Additional Insureds; Waiver of Subrogation.
County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.
A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in A/E's insurance must be declared and approved in writing by County in advance.

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

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

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

25.7 No Arbitration.
It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required

hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

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

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1
County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626

25.9.2
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.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

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

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context

otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. A/E understands and agrees that County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. It is further understood and agreed by A/E that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as

determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
SIGNATORY WARRANTY

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

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

A/E: Beck Architecture, LLC.	**COUNTY**: Williamson County, Texas
By: _____ Signature	By: _____ Signature
Nathan Wilcox Printed Name	_____ Printed Name
Principal Title	_____ Title
Date Signed: _____	Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

SCOPE OF WORK:

Lake Creek Annex
9500 Lake Creek Parkway
Austin, TX 78717
P#632

A/E will provide programming services related to the repurposing of an 8,600 sf portion of an existing one-story building in a gut-remodel format. Additionally, A/E and it's consultants will provide an existing facility analysis focused on the building envelope and MEP/Infrastructure systems with a focus on making the building water-tight, secure, and safe while allowing for the phased/future occupancy of additional uses within the remaining moth-balled space in the building.

PROGRAMMING

This phase outlines the requirements and objectives for the architectural programming of the facility. The programming process aims to identify and articulate the needs and expectations of the County, ensuring that the eventual architectural design aligns with organizational goals and needs.

- Conduct two collaborative work sessions either in-person or via web conferencing with the end-user group and any additional stakeholders of key importance.
- Facilitate discussions to identify key priorities and challenges faced by the user group.
- Analyze existing facilities and their usage to identify deficiencies and areas for improvement.
- Assess future growth projections and service delivery enhancements that may impact space requirements.
- Develop a detailed space program that outlines the types and sizes of spaces required.
- Identify adjacencies and relationships between different spaces to enhance operational efficiency.
- Review applicable building codes, zoning regulations, and accessibility standards
- Integrate sustainable design practices and technology to enhance the user group's environmental stewardship and long-term operational cost efficiency.

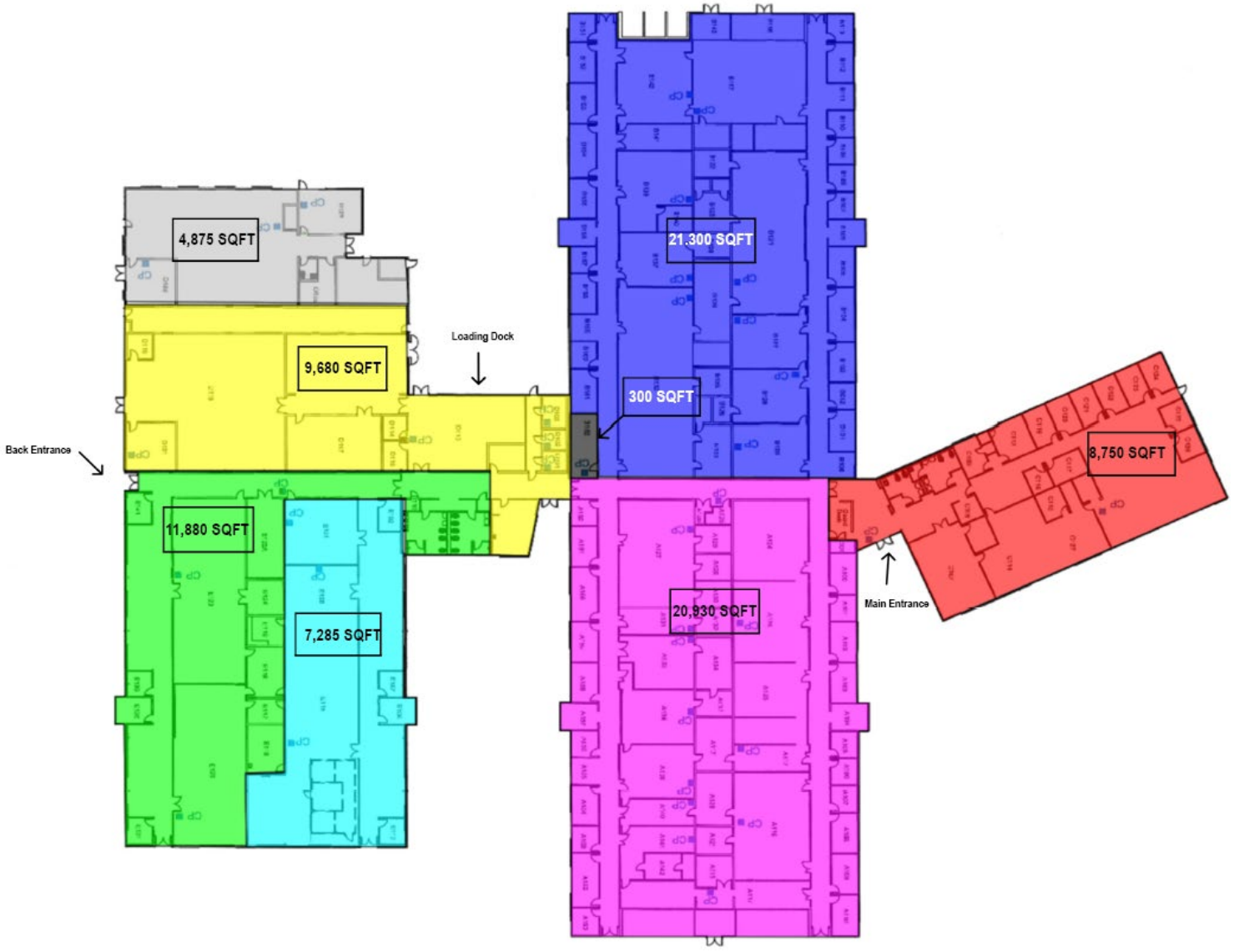
BUILDING ASSESSMENT

This phase outlines the framework for conducting an existing building assessment. This assessment aims to evaluate the physical condition, functionality, and compliance of existing structures, providing an understanding of the buildings' performance and informing future renovation or maintenance decisions.

- Assess the current condition of the building, including structural integrity, systems performance, and architectural features.
- Identify deficiencies, safety hazards, and areas requiring maintenance or upgrade.
- Evaluate compliance with applicable building codes and regulations.
- Provide recommendations for improvements or modifications based on the assessment

results.

- Conduct a visual onsite inspection of the building's exterior and interior, including structural elements, finishes, HVAC systems, plumbing, electrical systems, data/cabling infrastructure, and safety features.
- Gather and review all available relevant documentation including original architectural plans, maintenance records, and compliance documentation.
- Assess the current condition of various building components, categorizing findings based on severity and urgency of repairs needed.
- Compile a detailed report summarizing assessment findings, including photographic documentation, descriptions of issues, and recommendations.
  Assess the environmental characteristics of the existing facility and determine any areas for remediation. Specifically targeting the plumbing and sumps within the former lab spaces, the building air exhaust system, and the existing rooms formerly used to store hazardous materials.



Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**119,700**	100%
33%	**Beck Architecture**	**$**	**40,000**	
14%	**MEP/Structural Engineering**	**$**	**16,500**	
4%	**Building Envelope Consultant**	**$**	**5,350**	
1%	**Registered ADA Specialist**	**$**	**850**	
48%	**Environmental Testing**	**$**	**57,000**	

Phase I - SCHEMATIC DESIGN	**$**	**20,000**	17%
Beck Architecture	$	20,000	
MEP/Structural Engineering	$	-	

Phase II - DESIGN DEVELOPMENT	**$**	**99,700**	83%
Beck Architecture	$	20,000	
MEP/Structural Engineering	$	16,500	
Building Envelope Consultant	$	5,350	
Registered ADA Specialist	$	850	
Environmental/Testing	$	57,000	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Fourty-Nine (49) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**12/17/24**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	01/01/25
30% Plans, Specifications and Estimate deliverables	01/09/25
County written authorization to proceed to next phase	01/10/25

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	01/24/25

All services shall be complete on, or before:	**02/04/25**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

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

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

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

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

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

12/5/2024
Lake Creek Annex

Beck Architecture, LLC.

Signature of Certifying Official

Nathan Wilcox
Printed Name of Certifying Official

Principal
Title of Certifying Official

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Nathan Wilcox (Signatory Name) the Principal (Signatory Title) of Beck Architecture, LLC (Entity Name), on behalf of said firm.

AUDREY ORMOND
Notary Public, State of Texas
Comm. Expires 07-13-2025
Notary ID 12941684-4

Notary Public in and for the
State of Texas

My commission expires: 7/13/2025

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

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

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

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

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

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:
2024-1246168

Date Filed:
12/05/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Beck Architecture, LLC
Dallas, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFQ 24 RFSQ53
A/E Services for Lake Creek Annex

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
DeFrank, John Paul	Dallas, TX United States	X	
Beck III, Henry	Dallas, TX United States	X	
Perpall, Fred	Dallas, TX United States	X	
Bard, Benjamin	Dallas, TX United States	X	
Morrow, Bryce	Dallas, TX United States	X	
Fox, Stephanie	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street) (city) TX (state) 75238 (zip code) USA (country)

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

Executed in Dallas County, State of TX, on the 5th day of Dec (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:
2024-1246168

Date Filed:
12/05/2024

Date Acknowledged:
12/26/2024

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

Beck Architecture, LLC
Dallas, TX United States

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

Williamson County Facilities Department

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

RFQ 24 RFSQ53
A/E Services for Lake Creek Annex

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DeFrank, John Paul	Dallas, TX United States	X	
Beck III, Henry	Dallas, TX United States	X	
Perpall, Fred	Dallas, TX United States	X	
Bard, Benjamin	Dallas, TX United States	X	
Morrow, Bryce	Dallas, TX United States	X	
Fox, Stephanie	Dallas, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **57.**

Meeting Date: 01/07/2025

Agreement with The Brandt Company, LLC for Cooling Tower Refresh at Williamson County Lake Creek Annex

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 Agreement for Construction contract #202569 between Brandt Company, LLC and Williamson County for the Cooling Tower Refresh at Williamson County Lake Creek Annex, in the amount of One Hundred Eighteen Thousand Four Hundred Ninety-Seven and 29/100 Dollars ($118,497.29), pursuant to Choice Partners – Contract Number #CSP-22-049MF and execution of the agreement.

Background

This is for the Cooling Tower Refresh at the Williamson County Lake Creek Annex, 9500 Lake Creek Pkwy, Austin, TX 78717 as detailed in the proposal. Contract Audit and General Counsel have reviewed. The funding source is 01.0100.1095.004509, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services Brandt

The Brandt Companies LLC complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 10:07 AM
Form Started By: Johnny Grimaldo		Started On: 12/26/2024 12:33 PM
Final Approval Date: 01/02/2025		

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 – Cooling Tower Refresh (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 Eighteen Thousand, Four Hundred Ninety Seven and 29/100 Dollars ($118,497.29)** 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:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

The Brandt Companies, LLC

By: _____

Printed Name: Danny Kelsey

Title: Svcs. Operations Mgr.

Date: _____

Exhibit "A"

Plans and Specifications

Work to be performed at: Williamson County Lake Creek Annex – Cooling Tower Refresh
9500 Lake Creek Pkwy., Austin, TX 78717

<u>Scope of Work – Labor Only:</u>
Total Cost: $118,497.29

- Shutdown and LOTO chiller on the tower that is getting repaired
- 12MIL MC120 Fill Replacement for Evapco Tower Model AT (212-024). Includes MC120 Fill Packs Only to Install Per Tower.
- Perform PM inspection.
- Perform basic cleaning on tower.

Exclusions:

- Parts, materials and equipment will have a restocking fee if work order is cancelled. Some items have a 100% restocking fee and are non-returnable.
- Anything not listed in the scope of work. Overtime labor
- Not responsible for unlocated utilities.








evapco
EVAPCO, INC. - Midwest Plant
York Road Greenup, Illinois 62428
(217) 923-3431
MFG. UNDER ONE OR MORE OF THE FOLLOWING U.S. PATENTS:
4500330, 4579694, 4755331, 5124087
MADE IN U.S.A.
MODEL NO.
SERIAL NO.
BELT NO.
COIL TEST PRESSURE
P.S.I.G.
FOR EVAPCO AUTHORIZED PARTS AND SERVICE, CONTACT MR. GOODTOWER®
H.A. GRAY & ASSOCIATES, INC.
12131 Colwick
San Antonio, TX 78216
Phone: (210)349-8161
Fax: (210)349-6640
Mr. GoodTower®

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:
2024-1246151

Date Filed:
12/05/2024

Date Acknowledged:

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

THE 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- LAKE CREEK ANNEX ESOC

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
COOLING TOWER REFRESH- TRADE SERVICES: HVAC, 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), [redacted] (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 5th day of December (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:
2024-1246151

Date Filed:
12/05/2024

Date Acknowledged:
12/26/2024

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

THE 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- LAKE CREEK ANNEX ESOC

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
COOLING TOWER REFRESH- TRADE SERVICES: HVAC, 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 **58.**

Meeting Date: 01/07/2025

Master Service Agreement with Parsons Commercial Roofing, Inc. for Roofing Services

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 approving the Master Service Agreement, #202597, between Williamson County and Parsons Commercial Roofing, Inc. for Roofing Services in the not-to-exceed amount of $500,000.00 pursuant to TIPS Cooperative Contract #211001 and authorize execution of the agreement.

Background

This Master Service Agreement for Roofing Services between Williamson County and Parsons Commercial Roofing, Inc. is to be able to utilize the vendor for services as they arise. This MSA will be valid as of the date of execution through September 30, 2025 (the initial term). Each project will be initiated with a work order and purchase order. The funding source is 01.0100.0509.004510, Origination ID #1562, and the department contact is Shantil Moore, Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement Parsons Commercial Roofing

Form 1295 Parsons Commercial Roofing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 10:58 AM
Form Started By: Vickie Johnson		Started On: 12/30/2024 02:25 PM
Final Approval Date: 01/02/2025		

WILLIAMSON COUNTY
MASTER SERVICES AGREEMENT
Parsons Commercial Roofing

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes roof repairs on various County buildings, as outlined in each Statement of Work ("SOW") to be provided by Service Provider and agreed upon by the County. Once approved by the County, the SOW shall be incorporated into this MSA and shall be subject to all terms and conditions contained herein.

II.

Effective Date and Term: This MSA shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025 ("Initial Term"), or when terminated pursuant to this MSA, whichever event occurs first. At the end of the Initial Term, the MSA shall renew by mutual agreement for the following renewal terms, with the terms and conditions remaining the same:

- Renewal Term No. 1 – October 1, 2025 to September 30, 2026;
- Renewal Term No. 2 – October 1, 2025 to September 30, 2027;
- Final Renewal Term – October 1, 2027 to April 30, 2028.

III.

Consideration and Compensation: Service Provider will be compensated based on a

fixed sum as set out in the cooperative purchasing contract (TIPS # 211001). The not-to-exceed amount shall be Five Hundred Thousand Dollars ($500,000) per term, unless amended 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 MSA; (2) the date the performance of the service under the MSA is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

IV.

Insurance: Service Provider shall provide and maintain for the duration of the MSA 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 MSA, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this MSA.

V.

No Agency Relationship & Indemnification: It is understood and agreed that 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 MSA and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this MSA. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by 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 MSA will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this MSA, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this MSA 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 MSA.

XIV.

No Assignment: Service Provider may not assign this MSA, without written consent of the County.

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 MSA. 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 MSA, 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 MSA by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

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

A. The cooperative purchasing contract (TIPS # 211001); 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 MSA and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this MSA.

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____ ____, 20____

SERVICE PROVIDER:

Parsons Commercial Roofing
Name of Service Provider


Authorized Signature

Stuart Parsons
Printed Name

Date: 11/8 ____, 20_24__

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:
2024-1236916

Date Filed:
11/11/2024

Date Acknowledged:

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

Parsons Commercial Roofing
Lorena , 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.

2025-Roofing Repair
Roofing

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 Stuart Parsons, 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 Falls County, State of Texas, on the 30 day of December (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:
2024-1236916

Date Filed:
11/11/2024

Date Acknowledged:
12/30/2024

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

Parsons Commercial Roofing
Lorena , 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.

2025-Roofing Repair
Roofing

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 **59.**

Meeting Date: 01/07/2025

Approval of Award of IFB #25IFB5 Herbicides to Nutrien Ag Solutions, Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB5 Herbicides to the lowest responsive bidder, Nutrien Ag Solutions, Inc.

Background

Williamson County sent out one hundred thirty-four (134) notifications and received 5 vendor submissions. After reviewing all the pertinent information, the Road and Bridge Department recommends awarding IFB #25IFB5 to Nutrien Ag Solutions, Inc., who submitted the overall lowest and best response for 25IFB5 Herbicides. The budgeted amount is $315,000.00. No ensuing agreement is issued, and the bid submittal serves as the contract. The funding source is 01.0200.0210.003554. Point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tabulation

Bid Tabulation - All vendor submittals

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 08:59 AM
Form Started By: Fernando Ramirez		Started On: 11/19/2024 12:04 PM
Final Approval Date: 01/02/2025		

December 13, 2024

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB5 – Herbicides

After reviewing all the pertinent information, we have concluded that Nutrien Ag Solutions Inc. submitted the overall lowest and best offer for the 25IFB5 bid, Herbicides. I recommend to the Williamson County Commissioners Court that they award Nutrien Ag Solutions Inc. the vendor for IFB #25IFB5 – Herbicides.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

Company Name	Nutrien Ag Solutions, Inc

Item	Description	Container	Container Units	Estimated Annual Container Quantity	Container Unit Price
	Selective				
1.01	ELEMENT 3A	JUG	2.5 GAL	20	$92.40
1.02	VASTLAN	JUG	2.5 GAL	200	$255.00
1.03	VASTLAN	DRUM	15 GAL	33	$1,530.00
1.04	OPENSIGHT	PACKAGE	1.25 LBS	400	$125.00
1.05	ESPLANADE 200 SC	JUG	2.5 GAL	40	$3,772.80
1.06	OUTRIDER (DIVERGENCE)	CASE*	1 CASE	2	$2,500.00
1.07	METHOD 240 SL	JUG	2.5 GAL	30	$892.80
	Non-Selective				
2.01	ARSENAL (ECOMAZAPYR)	JUG	2.5 GAL	500	$140.00
2.02	ARSENAL (ECOMAZAPYR)	DRUM	15 GAL	75	$750.00
2.03	FORFEIT 280	JUG	2.5 GAL	106	$76.25
2.04	FORFEIT 280	TOTE	265 GAL	1	$7,950.00
	Miscellaneous				
3.01	LIBERATE SURFACTANT	JUG	2.5 GAL	20	$83.75
3.03	DEFOAMER	JUG	1 GAL	30	$25.00

*Assume 20oz Container, 10x20oz Container per Case

25IFB5 - Herbicides

Item	Description	Container	Container Units	Estimated Annual Container Quantity	Helena Agri Enterprises	Heritage Landscape Supply	Nutrien Ag Solutions	Orion Solutions	SiteOne Landscape Supply	
					Container Unit Price	Container Unit Price	Container Unit Price	Container Unit Price	Container Unit Price	
	Selective									
1.01	ELEMENT 3A	JUG	2.5 GAL	20	$ 105.00	$ 135.88	$ 92.40	$ 97.00	$ 103.13	Triclopyr 3
1.02	VASTLAN	JUG	2.5 GAL	200	$ 255.00	$ 235.00	$ 255.00	$ 255.00	$ 190.63	Boulder 6.3 Triclopyr
1.03	VASTLAN	DRUM	15 GAL	33	$ 1,530.00	No Bid	$ 1,530.00	$ 1,530.00	$ 1,143.78	Boulder 6.3 Triclopyr
1.04	OPENSIGHT	PACKAGE	1.25 LBS	400	$ 125.00	$ 118.75	$ 125.00	$ 125.00	No Bid	
1.05	ESPLANADE 200 SC	JUG	2.5 GAL	40	$ 3,772.80	$ 3,772.80	$ 3,772.80	$ 3,772.80	$ 1,968.40	Units **1 Gal** / Qty **100** Specticle Flo (Agency)
1.06	OUTRIDER	CASE*	1 CASE	2	$ 2,848.50	$ 3,402.20	$ 2,500.00	$ 2,980.00	$ 3,500.00	Cryder Sulfosulfuron
1.07	METHOD 240 SL	JUG	2.5 GAL	30	$ 892.80	$ 892.80	$ 892.80	$ 892.80	No Bid	
	Non-Selective									
2.01	ARSENAL	JUG	2.5 GAL	500	$ 199.25	$ 223.43	$ 140.00	$ 137.00	$ 162.50	Ecomazapyr 2 SL
2.02	ARSENAL	DRUM	15 GAL	75	$ 1,106.25	No Bid	$ 750.00	$ 795.00	$ 975.00	Ecomazapyr 2 SL
2.03	FORFEIT 280	JUG	2.5 GAL	106	$ 82.50	No Bid	$ 76.25	$ 75.00	$ 78.13	Interline Glufosinate
2.04	FORFEIT 280	TOTE	265 GAL	1	$ 8,745.00	No Bid	$ 7,950.00	$ 7,155.00	$ 8,125.00	Interline Glufosinate
	Miscellaneous									
3.01	LIBERATE SURFACTANT	JUG	2.5 GAL	20	$ 120.00	$ 130.00	$ 83.75	$ 46.80	$ 25.00	Surf-Ac 820
3.03	DEFOAMER	JUG	1 GAL	30	$ 49.00	$ 21.09	$ 25.00	$ 36.00	$ 17.81	No Foam B

*Assume 20oz Container, 10x20oz Container per Case

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:
2024-1242195

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.

Nutrien Ag Solutions 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.

25IFB25
Herbicides

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Timothy	Monticello, AR United States		X
Whittaker, Duane	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)

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:
2024-1242195

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Nutrien Ag Solutions 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.
25IFB25
Herbicides

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Smith, Timothy	Monticello, AR United States		X
Whittaker, Duane	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), Monticello (city), AR (state), 71655 (zip code), Drew (country).

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

Executed in Drew County, State of AR on the 21 day of November (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **60.**

Meeting Date: 01/07/2025

KC Engineering 21RFSQ14 Contract Amendment No 2 Drainage & Roadways

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 2 under the Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 2 is to update the rate schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 Contract Amendment No 2 Drainage & Roadways

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Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/18/2024 04:01 PM
County Judge Exec Asst.	Delia Colon	12/19/2024 08:38 AM
Form Started By: Vicky Edwards		Started On: 12/16/2024 10:10 AM
Final Approval Date: 12/19/2024		

AMENDMENT NO. 2
TO
CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 2 to Contract for Engineering Services ("Amendment No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective **May 31, 2022**, wherein Engineer agreed to perform certain professional engineering services in connection with the **21RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects** for Williamson County Road and Bridge ("Project");

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. **<u>Amendment to Exhibit D – Rate Schedule</u>**

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

II. **Terms of Contract Control and Extent of Amendment No. 2**

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 2 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
KC Engineering, Inc.	**Williamson County, Texas**
By: Greg Haley, P.E.	By: _____
Printed Name: Greg Haley, P.E.	Printed Name: _____
Title: President	Title: _____
Date: December 11, 2024	Date: _____

Exhibit D

Rate Schedule

Please see next page(s).

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

K.C. ENGINEERING, INC.

Principal Engineer	$ 250.00	per hour
Senior Project Manager	$ 215.00	per hour
Project Manager	$ 200.00	per hour
Senior Project Engineer	$ 195.00	per hour
Project Engineer	$ 165.00	per hour
Engineer-in-Training	$ 125.00	per hour
Engineering Assistant	$ 110.00	per hour
CAD Technician	$ 95.00	per hour
Clerical	$ 80.00	per hour

Other Expenses:

Photocopies (per page):

8-1/2” x 11” (B&W)	$ 0.15 each
8-1/2” x 11” (Color)	$ 0.75 each
11” x 17” (B&W)	$ 0.30 each
11” x 17” (Color)	$ 1.50 each
24” x 36”	$ 4.50 each
Other Sizes	$ 1.50 per square foot

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

AMATERRA ENVIRONMENTAL, INC.

Labor/Staff Classification	Hourly Rate
Principal	$232.00
Program Director	$164.00
Project Manager	$142.00
Env. Specialist/Planner IV	$136.00
Env. Specialist/Planner III	$114.00
Env. Specialist/Planner II	$79.00
Env. Specialist/Planner I	$76.00
Sr. Historical Architect	$137.00
Historical Architect/Historian IV	$147.00
Architectural Historian/Historian III	$118.00
Architectural Historian/Historian II	$89.00
Architectural Historian/Historian I	$73.00
Archeologist VI/ Sr. Principal Investigator	$136.00
Archeologist V/ Principal Investigator	$101.00
Archeologist IV/Project Archeologist//Lab Director	$91.00
Archeologist III/Field Director	$86.00
Archeologist II/Crew Chief	$77.00
Archeologist I/Technician	$67.00
GIS Specialist	$109.00
GIS Technician/Illustrator/Drafter	$70.00
Admin./Document Production Spvr	$88.00
Editor	$74.00
Clerical	$61.00

Reimbursable Expenses	
Photocopies B/W	$0.10
Photocopies Color	$1.00
GPS Rental	$25 / day

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

HARDESTY & HANOVER, LLC

LABOR CATEGORY	RATE SCHEDULE EXHIBIT D (per hour)
Project Principal	$ 335.00
Senior Technical Advisor	$ 300.00
Sr Project Manager	$ 260.00
Sr Structural QA/QC Manager	$ 255.00
Sr Structural Engineer	$ 250.00
Sr Drainage Engineer	$ 245.00
Sr Roadway Engineer	$ 245.00
Project Manager	$ 200.00
Structural Engineer	$ 165.00
Project Engineer	$ 140.00
Design Engineer	$ 135.00
Structural Designer (EIT)	$ 125.00
EIT	$ 110.00
Sr Engineer Technician	$ 150.00
Senior CAD Technician	$ 105.00
CAD Technician	$ 95.00
Admin/Clerical	$ 90.00
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courier Services	Actual Cost

Exhibit D - Rate Schedule

PERSONNEL

Principal	$150.00/hour
Registered Land Surveyor	$145.00/hour
Project Manager	$115.00/hour
GIS Specialist	$100.00/hour
Survey Technician	$85.00/hour
Survey Technician II	$95.00/hour
Senior Survey Technician	$100.00/hour
2 Person Survey Crew	$140.00/hour
3 Person Survey Crew	$155.00/hour
Project Support/Data Processor	$50.00/hour

NON-LABOR EXPENSES

18” x 24” Copies (Paper)	$5.00 per sheet
24” x 36” Copies (Paper)	$8.00 per sheet
18” x 24” Copies (Mylar)	$15.00 per sheet
24” x 36” Copies (Mylar)	$20.00 per sheet

2024-2025 Fee Schedule
Expires 12/31/2025

FLORES GEOTECHNICAL LLC

Engineering and Technical Personnel	Unit	Hourly Rate
Principal/Managing Engineer	Hour	$ 301.04
Project Manager	Hour	$ 253.50
Engineer (Project) - Senior	Hour	$ 244.54
Engineer (Project)	Hour	$ 155.07
Engineer (Design)	Hour	$ 149.11
Engineer Technician - Senior	Hour	$ 110.33
Engineer Technician	Hour	$ 104.38
Engineer Technician - Junior	Hour	$ 77.54
Administrative/Clerical	Hour	$ 77.54
Subsurface Exploration Services	**Unit**	**Rate**
Drill Rig Machine and Crew		**Unit Price**
Truck Mounted Drill Rig (trips over 100 miles of office to site)	Per Mile	$ 6.00
Truck Mounted Drill Rig (within 100 miles of office to site)	Per Trip	$ 600.00
Mobilization of ATV Buggy / Track Drilling Equipment less 100 mil	Per Trip	$ 1,800.00
Mobilization of ATV Buggy / Track Drilling Equipment over 100 mi	Per Mile	$ 18.00
ATV Surcharge (for rig installed on ATV)	Per LF	$ 5.00
Standby of Crew	Per Hour	$ 371.70
Soil Drilling		
Soil/Rock Boring without Sampling (Augering or Roller Cone) (< 60	Per LF	$ 38.00
(a) Additional Standard Penetration Test (SPT) and Split-Barrel Sar	Per Each	$ 38.00
(b) Additional Shelby Push Tube Sampling Extruded in Field	Per Each	$ 35.00
(c) Additional Rock Coring	Per LF	$ 54.00
Soil/Rock Boring with Texas Cone Penetration (TCP) Drilling and G	Per LF	$ 54.00
Rock Coring		
NX Rock Coring (Soft Limestone)	Per LF	$ 54.00
Nx Rock Coring (Igneous rock, granite, et cetera)		Quotation
Support Truck and Machinery		
Support Truck	Per Day	$ 184.00
Water Truck	Per Day	$ 201.25
Bore Casing	Per LF	$ 13.00
Steam Cleaner	Per Day	$ 345.00
Air Compressor	Max. Per Day	$ 400.00
Borehole Grouting - 3/8 Bentonite Chips	Per LF	$ 17.00
Asphalt/Concrete Patch	Per Each	$ 108.00
Monitor Well Installation		
Observation Well - 20' - Typical - Materials Only	Per LF	$ 885.50
Observation Well - 20' - Typical - Completed Well	Per each	$ 2,650.00
Plug/Abandon Observation Well - 0' - 50'	Per Each	$ 1,035.00
Outside Services		
Traffic Control Plans and Services		Quotation
Private Utility Locators		Cost +5%
Disposal of Investigation Derived Waste		Cost +5%
Reimbursables		
Outside Services (Reimbursables)		Cost +5%
Subconsultant Services		Cost +5%
Per Diem and Hotel		Quotation

2024-2025 Fee Schedule
Expires 12/31/2025

FLORES GEOTECHNICAL LLC

Soil Testing	Reference Standard	Unit Price
Index and Physical Properties		
Moisture Content	ASTM D 2216 / TEX-103-E	$ 32.00
Moisture Content + Dry Density	ASTM D 2937	$ 59.74
Atterberg Limits	ASTM D-4318 / TEX-104, 105, 106-E)	$ 192.00
No. 200 Sieve	ASTM D-1140/TEX-111-E	$ 87.00
Specific Gravity of Soils	ASTM D854/TEX-108	$ 96.00
Particle Gradation: Including Hydrometer	ASTM D-422/ TEX-110-E	$ 175.00
Standard Proctor	ASTM D698	$ 320.00
Modified Proctor	ASTM D 1557	$ 375.00
CBR of Laboratory-Compacted Soils	ASTM D 1883	$ 480.00
Strength		
Unconfined Compression Test - Cohesive Soils)	ASTM D 2166	$ 90.00
Unconfined Compression Test - Rock	ASTM D 2938 or D7012-C	$ 150.00
Triaxial Compression for Undisturbed Soils	ASTM D 2850 /TEX-118-E	$ 375.00
Triaxial Consolidated-Undrained (CU) with pore pressures: single or -multi-stage, 3 pts	ASTM D 4767 / TEX-131-E	$ 2,300.00
Direct Shear CD, set of three	ASTM D 3080	$ 1,375.00
Dynamic Cone Penetrometer	ASTM D6951	$ 365.00
Compressibility and Volume Change		
Consolidation Test (6 load increments)	ASTM D 2435	$ 720.00
Shrinkage (Volumetric)	ASTM D 427	$ 140.00
Shrinkage (Bar Linear)	TEX-107-E	$ 78.00
Swell Pressure Single Load (single load)	ASTM D 4546	$ 320.00
Swell Pressure Multi-Load Increments	ASTM D 4546	$ 418.85
Potential Vertical Rise (computation)	TEX 124-E	$ 160.00
Corrosion		
Soluble Sulfate	Tex-145-E	$ 155.00
Soil pH	ASTM D4972, TEX-128-E	$ 71.00
Laboratory Resistivity	ASTM G-57, TEX 129-E	$ 180.00
Organic Content	ASTM D2974	$ 95.58
Permeability		
Permeability - Falling Head (ASTM D 5084)	ASTM D 5084	$ 690.00
Permeability - Constant Head (ASTM D 2434)	ASTM D 2434	$ 500.00
Dispersion Characteristics		
Crumb Test of Clayey Soils (ASTM 6572)	ASTM 6572	$ 88.00
Double Hydrometer	ASTM D4221	$ 340.00

Commissioners Court - Regular Session **61.**

Meeting Date: 01/07/2025

Consent and Development Agreement for Theon Ranches MUD 3

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Theon Ranches, LP, Daniel and Kathryn Voss, and the proposed Theon Ranches Municipal Utility District No. 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - Theon Ranches MUD 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/26/2024 08:45 AM
Form Started By: Adam Boatright		Started On: 12/23/2024 03:26 PM
Final Approval Date: 12/26/2024		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

THEON RANCHES, LP;
DANIEL AND KATHRYN VOSS;

AND

THEON RANCHES MUNICIPAL UTILITY DISTRICT NO. 3

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*") and **Theon Ranches, LP,** a Texas limited partnership**, and Daniel and Kathryn Voss** (collectively the "*Owner*"). Subsequent to its creation, **Theon Ranches Municipal Utility District No. 3**, 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 Owner and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns approximately 302.9 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 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 or extend the District over the Land pursuant an application to be filed with the Texas Commission on Environmental Quality (the "TCEQ"), or annexation, whichever the case may be, and has requested the County's consent to the creation of the District; 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, with the consent of the County, as provided in this Agreement.

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 302 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 on the date of the County's execution of this Agreement.

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 Owner 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 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 captioned *Petition by Theon Ranches, LP; Daniel S. Voss; and Kathryn S. Voss for the creation of Theon Ranches Municipal Utility District No. 3*, TCEQ Docket 2023-1666-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.

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. If creation of the District is not approved by the Texas Legislature

or the TCEQ, whichever the case may be, this Agreement shall be null and of no further force and effect.

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 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 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 otherwise owned by Owner or any 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 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 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 and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads and any associated traffic signage or signals, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The County will not require any permit or authorization for the District to maintain or repair Subdivision Roads. 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
AUTHORITY TO ISSUE BONDS AND 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 4.01 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 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 hereunder, may be assigned by the Owner, with the County's written consent, 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 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
Owner:	At the address set forth under Owner'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 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. 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:

THEON RANCHES, LP, a Texas limited partnership

By: **THEON RANCHES GP, LLC**, a Texas limited liability company, its General Partner

By: _____
Daniel S. Voss, President

Date: 12/11/2024

_____
DANIEL VOSS

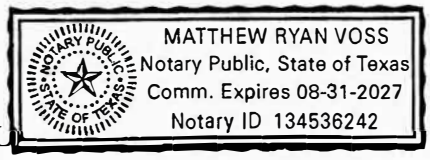
_____
KATHRYN VOSS

Address for Notice:

Theon Ranches, LP
ATTN: Daniel Voss
5700 CR 234
Jarrell, Texas 76537

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

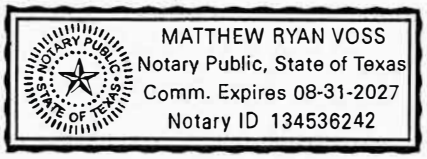
This instrument was acknowledged before me on the 11 day of December, 2024, by Daniel Voss, as President of Theon Ranches GP, LLC, a Texas limited liability company, in its capacity as General Partner of Theon Ranches, LP, a Texas limited partnership, on behalf of said limited partnership.

(SEAL) 

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

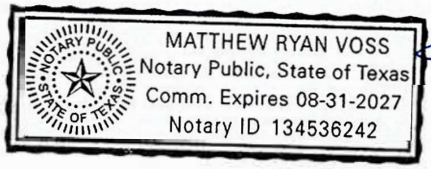
This instrument was acknowledged before me on the 11 day of December, 2024, by Daniel Voss.

(SEAL) 

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 11 day of December, 2024, by Kathryn Voss.

(SEAL) 

Notary Public Signature

THEON RANCHES MUNICIPAL UTILITY DISTRICT NO. 3

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 _____ Municipal Utility District No. _____, on behalf of said District.

_____

(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and Map
of the Land

[attached]

FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

DESCRIPTION FOR: THEON RANCHES MUD NO. 3 **271.34 Acres**

BEING 271.34 acres of land, situated in the Edmund Parsons Survey, Abstract No. 494 and the Nathaniel Moore Survey, Abstract No. 410, in Williamson County, Texas, said 271.34 acres being two (2) tracts of land, first tract being a 261.35 acre tract, of record to Theon Ranches, LP, Document No. 2022118171, Official Public Records Williamson County, Texas (OPRWCT), second tract being a 10.00 acre tract, of record to Daniel Voss and Kathryn Voss, Document No. 199985405, (OPRWCT), This tract was surveyed on the ground in May of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found (steel pin), at the Southwest corner of said 261.35 acre tract, for the Southwest corner hereof, same being the upper Northwest corner of a 4.02 acre tract, of record to Robert A. Van Swelm and Patricia Van Swelm, Document No. 2017095989, (OPRWCT), said point being a point in the East Right-of-Way line of County Road 234, from which a ½" capped iron pin found, marked "RPLS 1847", bears: S 21°37'06" E, 21.52 feet,

THENCE, with the West boundary line of said 261.35 acre tract and the East Right-of-Way line of County Road 234, along or near a fence, N 21°22'50" W, crossing the common Survey line of the Nathaniel Moore Survey, Abstract No. 410 and the Edmund Parsons Survey, Abstract No. 494, in all a total distance of 3228.45 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Northwest corner of said 261.35 acre tract, for the Northwest corner hereof, said point being a point in the South Right-of-Way line of Farm to Market Road 487 (FM 487),

THENCE, with the North boundary line of said 261.35 acre tract and the South Right-of-Way line of FM 487, along or near a fence, the following six (6) courses and distances:

1. **N 80°32'16" E, passing at 409.73 feet, the remains of a TXDOT Type I concrete marker, passing at 987.50 feet, a ½" capped iron pin found, marked "RPLS 1847", continuing in all a total distance of 1248.39,**

2. **in an easterly direction with a non-tangent curve to the left, (C1) with a Radius of 1178.28 feet, having a Chord Bearing of N 73°11'06" E, 303.24 feet, having a Central Angle of 14°47'12" and an Arc Length of 304.09 feet, to a TXDOT Type I concrete marker, at the point of tangency, for an angle point hereof,**

3. **N 65°50'39" E, passing at 629.67 feet, to a ½" iron pin found, in all a total distance of 1206.85 feet to a TXDOT Type I concrete marker, at the point of curvature, for the upper Northeast corner hereof,**

4. **in an easterly direction with a tangent curve to the right, (C2) with a Radius of 532.96 feet, having a Chord Bearing of S 67°55'46" E, 769.78 feet, having a Central Angle of 92°28'08" and an Arc Length of 860.14 feet, to a ⅜" iron pin found, at the point of tangency, for the lower Northeast corner hereof,**

5. **S 21°41'45" E, 876.06 feet, to a TXDOT Type I concrete marker, at the point of curvature for an angle point hereof,**

6. **in a southeasterly direction with a tangent curve to the left, (C3) with a Radius of 613.89 feet, having a Chord Bearing of S 30°08'38" E, 180.38 feet, having a Central Angle of 16°53'48" and an Arc Length of 181.04 feet, to calculated point, for an angle point hereof, a ⅜" iron pin found, bears: S 20°58'07" E, 0.21 feet, said point being the Northwest corner of a 7.73 acre tract, of record to Frank L. Fletcher, Document No. 2017046532, (OPRWCT), described in Document No. 2006034149, (OPRWCT), from which a TXDOT Type I concrete marker found, bears: in a southeasterly direction with a non-tangent curve to the left, (C4) with a Radius of 613.89 feet, having a Chord Bearing of S 74°39'37" E, 722.85 feet, having a Central Angle of 72°08'11" and an Arc Length of 772.90 feet,**

THENCE, departing said Right-of-Way line, with the common boundary line of said 261.35 acre tract and said 7.73 acre tract, along or near a fence, S 20°58'07" E, passing at 0.21 feet, ⅜" iron pin found, passing at 4 feet, a 4" square concrete monument, S 69°01'53" W, 0.67 feet, and crossing the common Survey line of the Nathaniel Moore Survey, Abstract No. 410 and the Edmund Parsons Survey, Abstract No. 494, and passing the common corner of said 7.73 acre tract and a 13.00 acre tract, of record to Frank L. Fletcher, Document No. 2017046531, (OPRWCT), described in Document No. 9733401, (OPRWCT), and continuing with the common boundary line of said 261.35 acre tract and said 13.00 acre tract, in all a total distance of 1391.06 feet, to a 4" square concrete monument, at an ell corner of said 261.35 acre tract, for an angle point hereof, said point being the termination of a boundary agreement between Frank L. Fletcher and Cobb Springs Ranch, LTD, Document No. 2001002451,

THENCE, continuing with said boundary agreement, S 19°19'34" E, 9.72 feet, to a ½" iron pin found, at the Southwest corner of said 13.00 acre tract, for an ell corner hereof, said point being a point in the North line of a 2 track lane, from which an iron pin found, bears: S 19°19'34" E, 12.08 feet,

THENCE, N 69°03'10" E, crossing the 2 track lane, in all a total distance of 1086.02 feet, to a ½" capped iron pin found, marked "RPLS 1847", for an ell corner hereof, same being the Southeast corner of said 13.00 acre tract, said point being a point in the West Right-of-Way line of County Road 239, from which a ½" iron pin found, at the Northeast corner of said 13.00 acre tract, bears: N 21°04'32" W, 522.18 feet,

THENCE, with the East boundary line of said 261.35 acre tract and the West Right-of-Way line of County Road 239, along or near a fence, S 21°04'32" E, 1038.90 feet, to a ⅜" iron pin found, at the Southeast corner of said 265.35 acre tract, for the Southeast corner hereof, said point being the Northeast corner of a 99.49 acre tract, of record to Danek Construction, Document No. 2006027410, (OPRWCT), described in Volume 602, Page 888, Deed Records Williamson County, Texas (DRWCT),

THENCE, departing said Right-of-Way line, with South boundary line of said 261.35 acre tract, along or near a fence, S 68°51'36" W, 1842.80 feet, to a ½" capped iron pin found, marked " RPLS 1847", at the Southwest corner of said 265.35 acre tract, for an ell corner hereof, same being the Southeast corner of a 27.55 acre tract, of record to Robert A. Van Swelm and Patricia Van Swelm, Tract 2, Exhibit B, Document No. 2017095989, (OPRWCT), from which a ½" iron pin found, at the Northwest corner of said 99.49 acre tract, bears: S 68°32'49" W, 344.78 feet,

THENCE, with the common boundary line of said 261.35 acre tract and said 27.55 acre tract, N 21°01'56" W, passing at 1004.60 feet, a ½" iron pin found, at the South line of a road lane, said point being the Southeast corner of a 1.26 acre tract, of record to Amy Andrews, Exhibit A, Document No. 2000065741, (OPRWCT), and continuing in all a total distance of 1024.63 feet, to a ½" iron pin found, for an ell corner hereof, said point being an ell corner of said 261.35 acre tract, same being the Northeast corner of said 27.55 acre tract, same being the Northeast corner of said 1.26 acre tract,

THENCE, with the common boundary line of said 261.35 acre tract, said 27.55 acre tract and said South line of a road lane, S 68°31'57" W, passing at 302.12 feet, a ½" capped iron pin set, marked "RPLS 1847", at the South corner of a 10.00 acre tract, in all a total distance of 975.08 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Northeast corner of said 4.02 acre tract, for an angle point hereof,

THENCE, continuing with the common boundary line of said 261.35 acre tract and said 4.02 acre tract, S 69°19'55" W, 128.20 feet, to a ½" iron pin found, at the Southeast corner of a 10.00 acre tract, of record to Daniel Voss and Kathryn Voss, Exhibit A, Document No. 199985405, (OPRWCT),

THENCE, departing the South line of said 261.35 acre tract, continuing with the South boundary line of said 10.00 acre tract and the North boundary line of said 4.02 acre tract, along or near the centerline of a gravel driveway, S 68°23'40" W, 438.86 to a ½" iron pin found, at the Southwest corner of said 10.00 acre tract, said point being in the South line of said 261.35 acre tract,

THENCE, with the south line of said 261.35 acre tract and the North line of said 4.02 acre tract, S 68°23'17" W, 1011.78 feet, to the POINT OF BEGINNING, and containing 271.34 acres, more or less.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 25th day of May 2023, A.D. File: Jarrell Farm 271.34 ac.doc



WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847



FOREST SURVEYING AND MAPPING CO.
T.B.P.L.S Firm # 10002000
1002 Ash St.
Georgetown, TX, 78626

DESCRIPTION FOR: Patricia Van Swelm, 31.571 Acres

BEING 31.571 acres of land, situated in the Edmund Parsons Survey, Abstract No. 494, in Williamson County, Texas, said 31.571 acres being all of a 4.02 acre tract, of record to Robert A. Van Swelm & Patricia Van Swelm, Tract 1, Exhibit A, Document No. 2017095989, Official Public Records Williamson County, Texas (OPRWCT) and all of a 27.55 acre tract, of record to Robert A. Van Swelm & Patricia Van Swelm, Tract 2, Exhibit B, Document No. 2017095989, (OPRWCT). This tract was surveyed on the ground in August of 2023 under the direction of William F. Forest, Jr., Registered Professional Land Surveyor No. 1847. Survey note: The bearing basis for this survey is the State Plane Coordinate System, Texas Central Zone (4203), and being more particularly described by metes and bounds as follows:

BEGINNING, at a ½" iron pin found (steel pin), at the Northeast corner of said 27.55 acre tract, same being an angle point of a 261.35 acre tract, of record to THEON RANCHES, LP, Document No. 2022118171, (OPRWCT), for the Northeast corner hereof,

THENCE, with the common boundary line of said 27.55 acre tract and said 261.35 acre tract, along or near a fence, S 21°01'56" E, 1024.63 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Southeast corner of said 27.55 acre tract, same being an angle point of said 261.35 acre tract, said point being a point in the North boundary line of a 99.49 acre tract, of record to Danek Construction, Document No. 2006027410, (OPRWCT), described in Volume 602, Page 888, (DRWCT), for the Southeast corner hereof

THENCE, with the common boundary line of said 27.55 acre tract and said 99.49 acre tract, along or near a fence, S 68°32'49" W, 344.78 feet, to a ½" iron pin found, at the Northwest corner of said 99.49 acre tract, same being the Northeast corner of a 209 acre tract, of record to Wess A. Cassens Jr & Helen M. Cassens, Document No. 2020005548, (OPRWCT), described in Volume 1867, Page 473, (DRWCT), for the an angle point hereof,

THENCE, with the common boundary line of said 27.55 acre tract and said 209 acre tract, along or near a fence, S 68°45'55" W, 941.16 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Southwest corner of said 4.02 acre tract, same being the Southeast corner of a 28.41 acre tract, of record to Terry Wayne Parker, Document No. 2002063388, (OPRWCT), for the Southwest corner hereof,

THENCE, with the common boundary line of said 27.55 acre tract and said 28.41 acre tract, along or near a fence, N 18°46'30" W, passing at 674.52 feet, a ½" capped iron pin set, marked "RPLS 1847", at the Southwest corner of said 4.02 acre tract, and continuing with the common boundary line of said 4.02 acre tract and said 28.41 acre tract, in all a total distance of 961.36 feet, to a ½" capped iron pin found, marked "RPLS 1847", said point being the Northeast corner of said 28.41 acre tract, said point being a point in the South boundary line of a 2.17 acre tract (a 60 foot wide Access Easement), recorded as Tract Three, Document No. 2001034159, (OPRWCT), at an angle point hereof,

THENCE, continuing with the common boundary line of said 4.02 acre tract and said 28.41 acre tract, along the South boundary line of said 60 foot Access Easement, S 68°27'49" W, 1305.41 feet, to a ½" iron pin found, at the lower Northwest corner of said 4.02 acre tract, same being the Northwest corner of said 28.41 acre tract, same being the Southwest corner of 60 foot wide Access Easement, said point being a point in the East Right-of-Way line of County Road 234, for the lower Northwest corner hereof, from which a ½" capped iron pin found, marked "RPLS 1847", at the Southwest corner of said 28.41 acre tract, bears: S 21°27'25" E, 972.37 feet,

THENCE, with the West boundary line of said 4.02 acre tract and the East Right-of-Way line of County Road 234, the following two (2) courses and distances:

1. **N 21°17'10" W, 38.62 feet, to a ½" iron pin found, same being the Southwest corner of a 0.89 acre tract (a 40 foot wide Access Easement), of record in Document No. 199985405, (OPRWCT), for an angle point hereof,**

2. **with the West boundary line of said 0.89 acre tract, N 21°37'06" W, 21.52 feet, to a ½" iron pin found, at the Northwest corner of said 4.02 acre tract, said point being the Southwest corner of said 261.35 acre tract, for an angle point hereof, from which a 60D nail found, at the Northwest corner of said 0.89 acre tract, bears: N 21°22'50" W, 18.96 feet,**

THENCE, departing said Right-of-Way line, with the common boundary line of said 4.02 acre tract and said 261.35 acre tract and the North boundary line of said 60 foot wide Access Easement, over and across said 40 foot wide Access Easement, N 68°27'49" E, 135.41 feet, to a ½" iron pin found, said point being the Southwest corner of a 10.00 acre tract, of record to Daniel Voss and Kathryn Voss, Exhibit A, Document No. 199985405, (OPRWCT), an angle point hereof, from which a ½" capped iron pin found, marked "RPLS 1847", bears: N 23°26'50" W, 19.98 feet,

THENCE, with the common boundary line of said 4.02 acre tract and said 10.00 acre tract, with the North boundary line of said 60 foot wide Access Easement, N 68°23'40" E, crossing the East boundary line of said 0.89 acre, 40 foot wide Access Easement, in all a total distance of 438.86 feet, to a ½" iron pin found, at the Southeast corner of said 10.00 acre tract, said point being an angle point of said 261.35 acre tract, for an angle point hereof, from which a ½" iron pin found, bears: N 23°41'03" W, 20.04 feet,

THENCE, with the common boundary line of said 4.02 acre tract and said 261.35 acre tract, with the North boundary line of said 1.26 acre tract and said 60 foot wide Access Easement, N 69°19'55" E, 128.20 feet, to a ½" capped iron pin found, marked "RPLS 1847", at the Northeast corner of said 4.02 acre tract, said point being the upper Northwest corner of said 27.55 acre tract, said point being the Northeast corner of said 60 foot wide Access Easement, for an angle point hereof, from which a ½" capped iron pin found, marked "RPLS 1847", at the Southeast corner of said 4.02 acre tract, bears: S 21°28'57" E, 346.51 feet,

THENCE, with the common boundary line of said 27.55 acre tract and said 261.35 acre tract, N 68°31'57" E, 975.08 feet, to the POINT OF BEGINNING, and containing 31.571 acres, more or less.

STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON :

I, WM. F. FOREST, JR., do hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This description is true and correct to the best of my knowledge and belief. The attached plat identifies any significant boundary line conflicts, shortages in area, apparent protrusions, intrusions or overlapping of improvements. This property abuts a public roadway, except as shown. Ownership and easement information for this tract has not been researched except as shown on the attached plat.

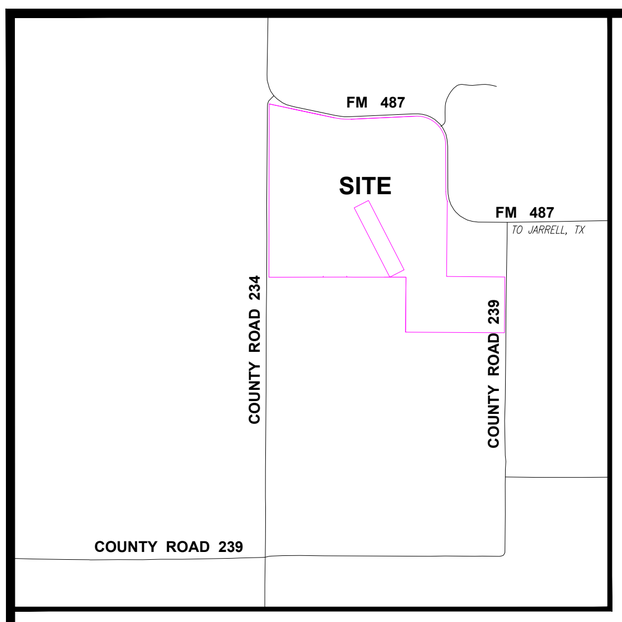
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Texas, this, the 9th day of August 2023, A.D. File: Van Swelm.docx



WM.F. FOREST JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1847

Exhibit A, Tract 1 Map

SURVEY FOR
Theon Ranches Mud No. 3
271.34 Acres
261.35 Acres in Document No. 2022118171
Situated in the Edmund Parsons Survey, Abstract No. 494
and the Nathaniel Moore Survey, Abstract No. 410
and
10.00 Acres, Document No. 199985405
Situated in the Edmund Parsons Survey, Abstract No. 494
Williamson County, Texas
5700 County Road 234 @ FM 487 and County Road 239, Jarrell



VICINITY SCALE
1" = 2000'

0 200 400 Feet

SCALE: 1" = 200'

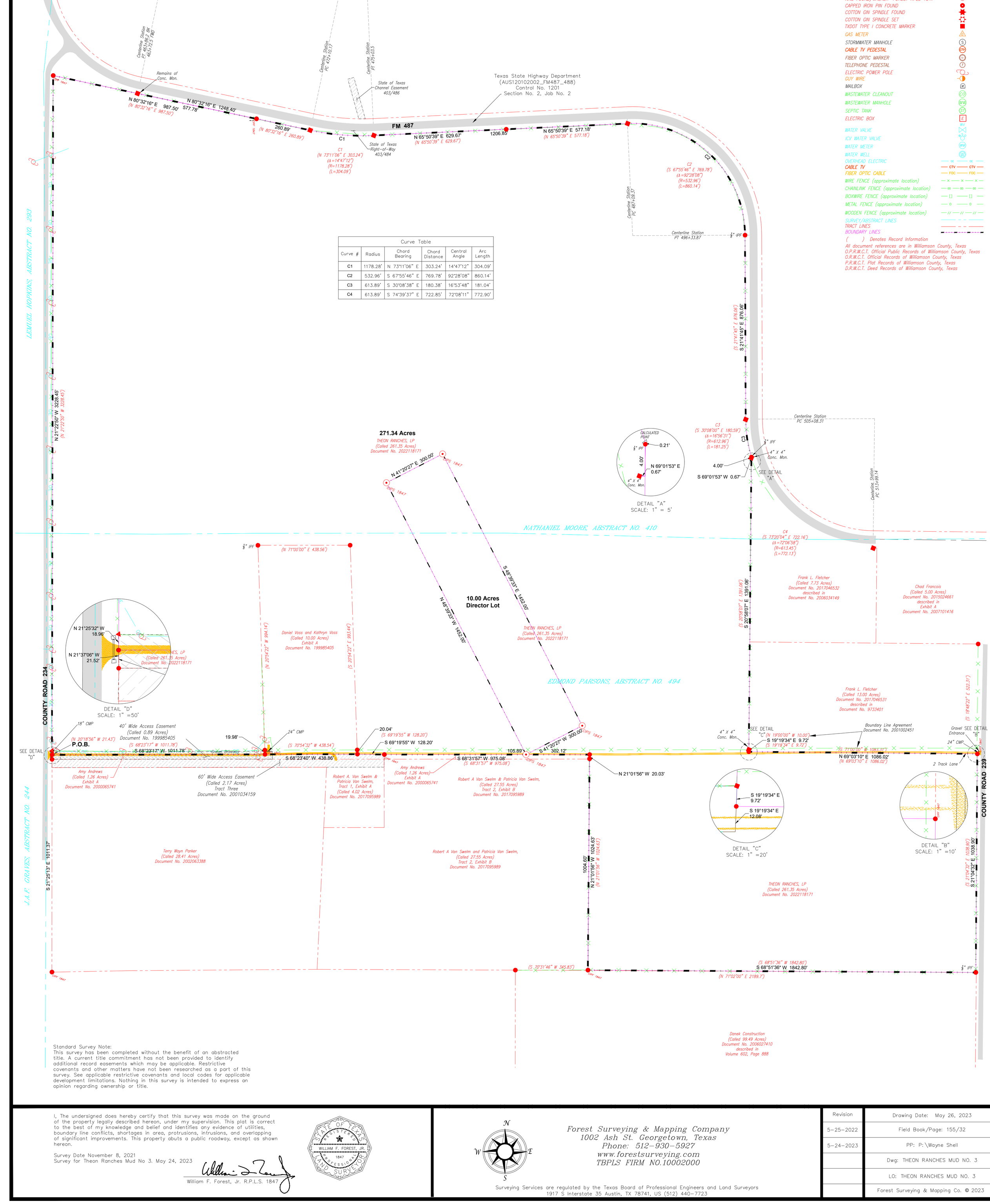
Note:
The bearing basis for this survey is the State Plane Coordinate System NAD83, Texas Central Zone, (4203)
GEOID: 18
DATUM: NAVD88
CONVERGENCE: 1°22'12.27"
COMBINED SCALE FACTOR: 0.99984838
All distances shown hereon are surface values, based on a grid to surface combined scale factor of 1.000151643

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET "FOREST RPLS 1847" (CIPS 1847)
- CAPPED IRON PIN FOUND "FOREST RPLS 1847" (CIPF 1847)
- NAIL SET/WASHER "FOREST RPLS 1847"
- NAIL FOUND/WASHER "FOREST RPLS 1847"
- CAPPED IRON PIN FOUND
- COTTON GIN SPINDLE FOUND
- COTTON GIN SPINDLE SET
- TXDOT TYPE I CONCRETE MARKER
- GAS METER
- STORMWATER MANHOLE (S)
- CABLE TV PEDESTAL (CTV)
- FIBER OPTIC MARKER (FO)
- TELEPHONE PEDESTAL (T)
- ELECTRIC POWER POLE
- GUY WIRE
- MAILBOX (M)
- WASTEWATER CLEANOUT (CO)
- WASTEWATER MANHOLE (WW)
- SEPTIC TANK (ST)
- ELECTRIC BOX (E)
- WATER VALVE (WV)
- ICV WATER VALVE
- WATER METER (WM)
- WATER WELL (W)
- OVERHEAD ELECTRIC (OE)
- CABLE TV (CTV)
- FIBER OPTIC CABLE (FOC)
- WIRE FENCE (approximate location)
- CHAINLINK FENCE (approximate location)
- BOXWIRE FENCE (approximate location)
- METAL FENCE (approximate location)
- WOODEN FENCE (approximate location)
- SURVEY/ABSTRACT LINES
- TRACT LINES
- BOUNDARY LINES

( ) Denotes Record Information
All document references are in Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
O.R.W.C.T. Official Records of Williamson County, Texas
P.R.W.C.T. Plat Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas

Curve Table					
Curve #	Radius	Chord Bearing	Chord Distance	Central Angle	Arc Length
C1	1178.28'	N 73°11'06" E	303.24'	14°47'12"	304.09'
C2	532.96'	S 67°55'46" E	769.78'	92°28'08"	860.14'
C3	613.89'	S 30°08'38" E	180.38'	16°53'48"	181.04'
C4	613.89'	S 74°39'37" E	722.85'	72°08'11"	772.90'



Standard Survey Note:
This survey has been completed without the benefit of an abstracted title. A current title commitment has not been provided to identify additional record easements which may be applicable. Restrictive covenants and other matters have not been researched as a part of this survey. See applicable restrictive covenants and local codes for applicable development limitations. Nothing in this survey is intended to express an opinion regarding ownership or title.

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date November 8, 2021
Survey for Theon Ranches Mud No 3. May 24, 2023

William F. Forest, Jr. R.P.L.S. 1847

STATE OF TEXAS REGISTERED WILLIAM F. FOREST, JR. 1847 PROFESSIONAL LAND SURVEYOR

Forest Surveying & Mapping Company
1002 Ash St. Georgetown, Texas
Phone: 512-930-5927
www.forestsurveying.com
TBPLS FIRM NO.10002000

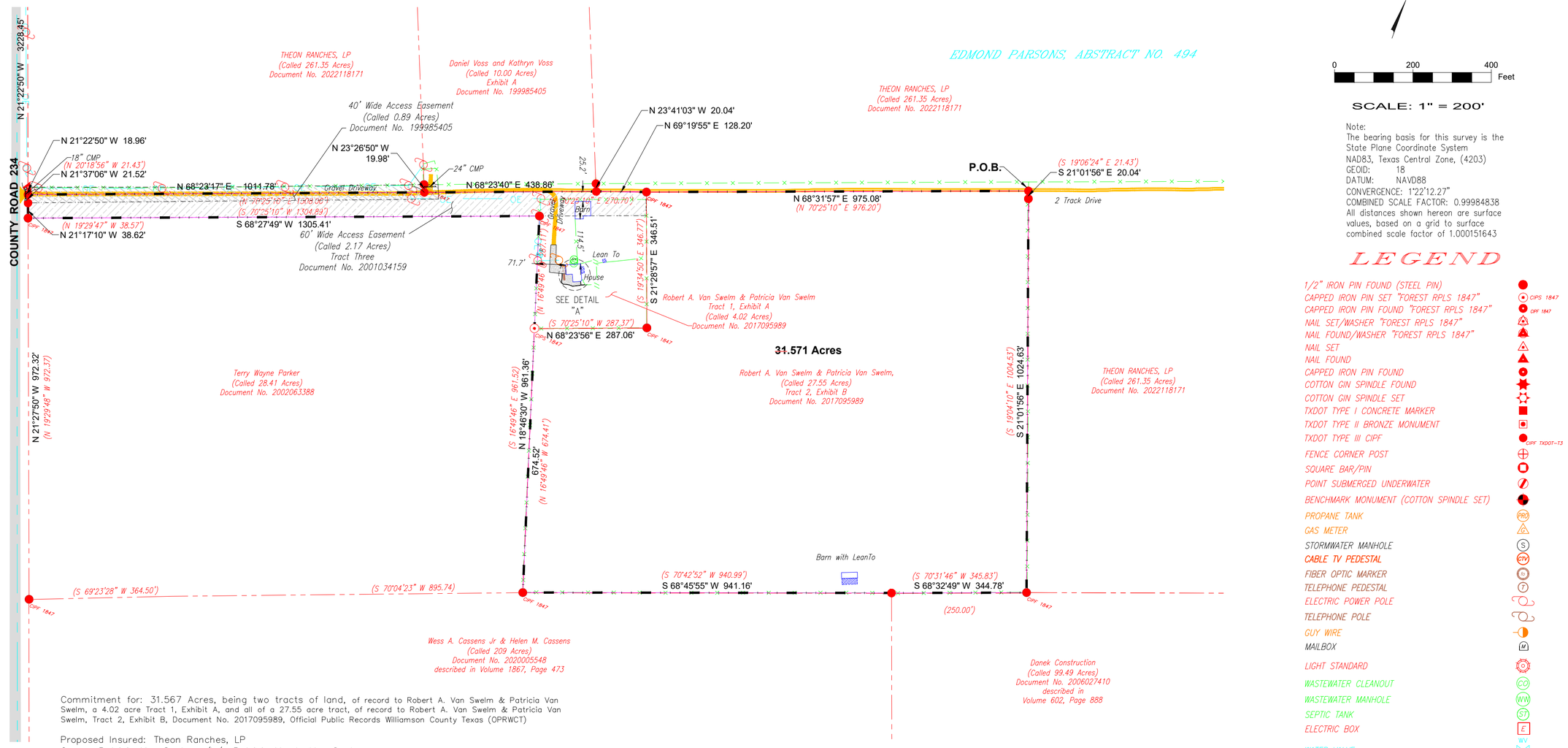
Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1917 S Interstate 35 Austin, TX 78741, US (512) 440-7723

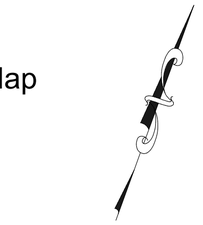
Revision
5-25-2022
5-24-2023

Drawing Date: May 26, 2023
Field Book/Page: 155/32
PP: P:\Wayne Shell
Dwg: THEON RANCHES MUD NO. 3
LO: THEON RANCHES MUD NO. 3
Forest Surveying & Mapping Co. © 2023

SURVEY FOR
Theon Ranches, LP
31.571 Acres
Patricia Van Swelm
Document No. 2017095989
Situated in the Edmund Parsons Survey, Abstract No. 494
Williamson County, Texas
5650 County Road 234, Jarrell

Exhibit A, Tract 2 Map





0 200 400 Feet

SCALE: 1" = 200'

Note:
The bearing basis for this survey is the State Plane Coordinate System
NAD83, Texas Central Zone, (4203)
GEOID: 18
DATUM: NAVD88
CONVERGENCE: 1°22'12.27"
COMBINED SCALE FACTOR: 0.99984838
All distances shown hereon are surface values, based on a grid to surface combined scale factor of 1.000151643

LEGEND

- 1/2" IRON PIN FOUND (STEEL PIN)
- CAPPED IRON PIN SET "FOREST RPLS 1847" (CIPS 1847)
- CAPPED IRON PIN FOUND "FOREST RPLS 1847" (CIPF 1847)
- NAIL SET/WASHER "FOREST RPLS 1847"
- NAIL FOUND/WASHER "FOREST RPLS 1847"
- NAIL SET
- NAIL FOUND
- CAPPED IRON PIN FOUND
- COTTON GIN SPINDLE FOUND
- COTTON GIN SPINDLE SET
- TXDOT TYPE I CONCRETE MARKER
- TXDOT TYPE II BRONZE MONUMENT
- TXDOT TYPE III CIPF (CIPF TXDOT-T3)
- FENCE CORNER POST
- SQUARE BAR/PIN
- POINT SUBMERGED UNDERWATER
- BENCHMARK MONUMENT (COTTON SPINDLE SET)
- PROPANE TANK (PRO)
- GAS METER
- STORMWATER MANHOLE (S)
- CABLE TV PEDESTAL (CTV)
- FIBER OPTIC MARKER (FO)
- TELEPHONE PEDESTAL (T)
- ELECTRIC POWER POLE
- TELEPHONE POLE
- GUY WIRE
- MAILBOX (M)
- LIGHT STANDARD
- WASTEWATER CLEANOUT (CO)
- WASTEWATER MANHOLE (MW)
- SEPTIC TANK (ST)
- ELECTRIC BOX (E)
- WATER VALVE (WV)
- ICV WATER VALVE
- WATER METER (WM)
- WATER WELL (W)
- OVERHEAD ELECTRIC (OE)
- OVERHEAD ELECTRIC TRANSMISSION (TL)
- TELEPHONE LINE (T)
- CABLE TV (CTV)
- FIBER OPTIC CABLE (FOC)
- WIRE FENCE (approximate location)
- CHAINLINK FENCE (approximate location)
- BOXWIRE FENCE (approximate location)
- METAL FENCE (approximate location)
- WOODEN FENCE (approximate location)
- SURVEY/ABSTRACT LINES
- TRACT LINES
- BOUNDARY LINES

( ) Denotes Record Information

All document references are in Williamson County, Texas
O.P.R.W.C.T. Official Public Records of Williamson County, Texas
P.R.W.C.T. Plat Records of Williamson County, Texas
D.R.W.C.T. Deed Records of Williamson County, Texas

Commitment for: 31.567 Acres, being two tracts of land, of record to Robert A. Van Swelm & Patricia Van Swelm, a 4.02 acre Tract 1, Exhibit A, and all of a 27.55 acre tract, of record to Robert A. Van Swelm & Patricia Van Swelm, Tract 2, Exhibit B, Document No. 2017095989, Official Public Records Williamson County Texas (OPRWCT)

Proposed Insured: Theon Ranches, LP
Owner: Patricia Van Swelm n/k/a Patricia Varela Van Swelm

This survey has been completed without the benefit of an abstracted Title. Record easements have been listed hereon as identified for this survey by Commitment GF 23-1805-C, effective date, July 31, 2023, issued August 24, 2023 by First American Title Guaranty Company and Corridor Title, as follows (may apply if extending to site):

A) Liens, leases, mineral rights and other matters that have not been requested have not been reviewed as a part of this survey

B) Restrictive covenants etc., for this survey have been deleted
Schedule B:

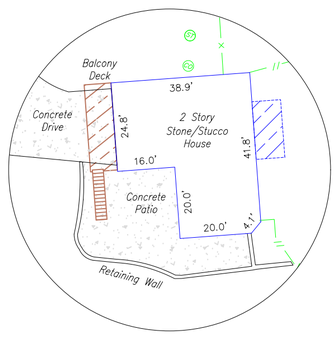
10f) 15' wide Blanket Waterline Easement executed by Dennis Chapman, Jr., to Chisholm Trail W.S.C., dated April 15, 1981, recorded in Volume 876, Page 543, corrected in Volume 979, Page 299, Located along centerline of pipeline installed. Not located this survey.

g) 2.17 Acre Access Easement reserved by Audra Tristan, in Partition Warranty Deed dated April 24, 2001, recorded in Document No. 2001034159, As Shown

h) 20' wide Easement executed by Craig Andrews, to Chisholm Trail Special Utility District, dated March 21, 2012, recorded in Document No. 2012043246, further affected by instrument recorded in 2014076202 to the City of Georgetown, Located along centerline of pipeline installed. Not located this survey.

i) Williamson County & City Health District Affidavit to the Public recorded in Document No. 2002042394,

l) Easement as set out in Warranty Deed by Cobb Springs Ranch, Ltd., a Texas limited partnership, to Daniel Voss and wife, Kathryn Voss, dated December 14, 1999, recorded in Document No. 199985405, As shown.



DETAIL "A"
SCALE: 1" = 30'

I, The undersigned does hereby certify that this survey was made on the ground of the property legally described hereon, under my supervision. This plat is correct to the best of my knowledge and belief and identifies any evidence of utilities, boundary line conflicts, shortages in area, protrusions, intrusions, and overlapping of significant improvements. This property abuts a public roadway, except as shown hereon.

Survey Date August 9, 2023

William F. Forest, Jr. R.P.L.S. 1847

STATE OF TEXAS · REGISTERED · WILLIAM F. FOREST, JR. · 1847 · PROFESSIONAL · LAND SURVEYOR

Forest Surveying & Mapping Company
1002 Ash Street, Georgetown, Texas
Phone: (512) 930-5927
www.forestsurveying.com
TBPLS FIRM NO. 100020000

Surveying Services are regulated by the Texas Board of Professional Engineers and Land Surveyors
1017 S. Interstate 35 Austin, TX 78741, US (512) 440-7723

Standard Survey Note:
This survey has been completed without the benefit of an abstracted title. A current title commitment has not been provided to identify additional record easements which may be applicable. Restrictive covenants and other matters have not been researched as a part of this survey. See applicable restrictive covenants and local codes for applicable development limitations. Nothing in this survey is intended to express an opinion regarding ownership or title.

Drawing Date: August 25, 2023
Field Book/Page: 161/46
PP: P:\VAN SWELM
Dwg: Van Swelm.dwg
LO: 5650 CR 234

Forest Surveying & Mapping Co. © 2023

EXHIBIT B

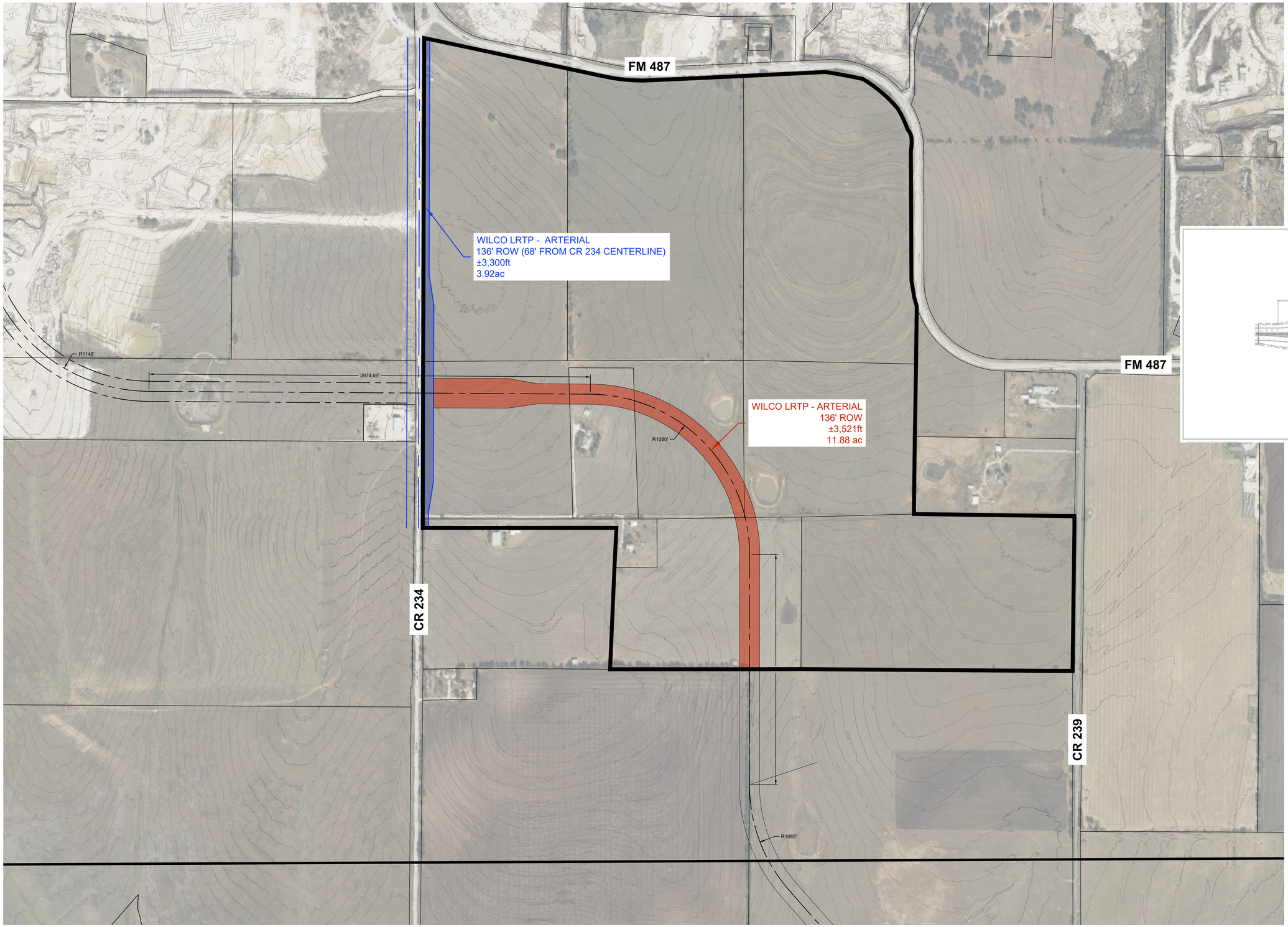
Corridor Project and/or LRTP Arterial Locations

[attached]

THEON RANCH MUD #3

WILLIAMSON COUNTY LRTP

ROW EXHIBIT



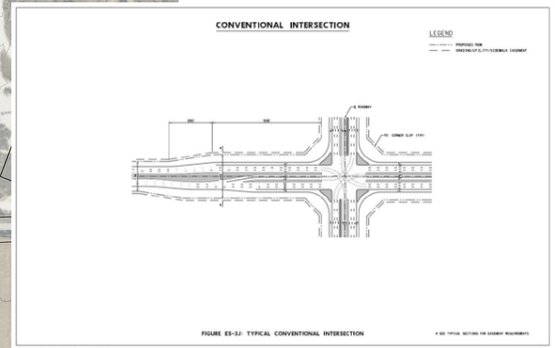
SCALE: 1" = 300'

GRAPHIC SCALE IN FEET

0 150' 300' 600'

NOTES:

1. THE LAND DOES NOT INCLUDE ANY CORRIDOR PROJECT.
2. ADDITIONAL MAJOR INTERSECTIONS THAT REQUIRE ROW OUTSIDE OF THE DEPICTED AREAS WILL FOLLOW THE TYPICAL DETAIL ES-3J (WILCO LRTP), WHEN NECESSARY.



PROJECT NO. XXXX-XXXX	DRAWN BY: WAG
DATE: 6/21/2024	CHECKED BY: KLH

GRAY ENGINEERING

8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

G:\PROJECTS\THEON MUD #3\CAD\EXHIBIT\EXHIBIT.DWG DATE: 6/17/2024 3:10:01 PM, BY: CORBOJAN

Commissioners Court - Regular Session **62.**

Meeting Date: 01/07/2025

Purchase of a Gradall XL3100V Hydraulic Excavator (heavy equipment) from Waukesha-Pearce Industries, Inc.

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 approving the purchase of a new Gradall XL3100V Hydraulic Excavator, replacing UGD 0708 (heavy equipment) from Waukesha-Pearce Industries for a total amount of $542,943.23 pursuant to Co-Op BuyBoard contract 685-22, warranties included.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. County Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 for FY25 and Origination ID# is 1002. Point of Contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295 - Waukesha-Pearce

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/01/2025 12:47 PM
Form Started By: Fernando Ramirez		Started On: 12/26/2024 08:24 AM
Final Approval Date: 01/01/2025		

Texas Association of School Boards

BUYBOARD Quotation

Quote Date	December 20, 2024	Quote No.	cwebb-0126
		Contract No.	[redacted]
		Vendor ID	[redacted]

Quotation To

Buying Agency	County of Williamson
Contact	
Phone	
Fax	
Email	

Waukesha-Pearce Industries Inc.
Construction Machinery Division

Contact	Cory Webb
Phone	512-783-6977
Fax	
Email	

Pricing Based On Maunufacturer's Price List Dated:	2024	Contract Discount	2.0%
		Factor	98.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price
Gradall	**XL3100**	4x4 Wheeled Excavator	**$ 517,389.00**	**$ 507,041.22**

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
	GRADALL XL3100V 4X4 Hydraulic Excavator		$ -
	Bracket Mounted Beacon Light	$ 1,149.00	$ 1,126.02
	AM/FM Stereo w/Weatherband (Chassis)	$ 807.00	$ 790.86
	60" Ditching Bucket w/BOCE	$ 6,286.00	$ 6,160.28
	Fixed Thumb Grapple	$ 11,716.00	$ 11,481.68
	Tilt Steering Column	$ 1,109.00	$ 1,086.82
		Sub Total	$ 20,645.66

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Sub Total	$ -

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
Factory Freight	$ 8,378.00
Make Ready	$ 4,378.35
Freight to Customer	$ 2,500.00
Sub Total	$ 15,256.35

TOTAL PURCHASE PRICE: $ 542,943.23

Delivery: Determined at Time of Order

Pricing valid for sixty (60) days from this date. Orders after that period must be re-quoted.

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: *info@buyboard.com*

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1249097

Date Filed:
12/13/2024

Date Acknowledged:
12/26/2024

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

Waukesha-Pearce Industries 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.

WILCO PURCHASING

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

135961
Gradall XL3100V Hydraulic Excavator

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

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

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1249097

Date Filed:
12/13/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Waukesha-Pearce Industries 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.
WILCO PURCHASING

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
135961
Gradall XL3100V Hydraulic Excavator

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 Scott Smith, and my date of birth is [redacted].

My address is [redacted] (street) Houston (city) TX (state) 77035 (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 18 day of December (month), 2024 (year).

Scott H. Smith
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **63.**

Meeting Date: 01/07/2025

Liberty Hill Bypass East application for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant funding

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Grant Application, Resolution and Financial Commitment Letter, with a commitment to contribute to the local match if the project is selected for funding for the Liberty Hill Bypass East project. Funding Source: 2023 Road Bond Funds.

Background

Williamson County is seeking Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant funding for the Liberty Hill Bypass East construction from Bagdad Road/CR 279 to SH 29. Applications for the grant are due on January 30, 2025.
The Liberty Hill Bypass East project is part of a program of projects that will reroute traffic off of SH 29 through the downtown center and allow the City of Liberty Hill to begin realizing plans set forth in their 2040 Comprehensive Plan to build a more livable, walkable, and connected community with much-needed housing and jobs for the region and city.
The anticipated construction cost for the Liberty Hill Bypass East is $24,300,000, with $12,150,000 (50%) federal funding requested and $12,150,000 local match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Grants Management Request

Judge Gravell - Funding Support Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:25 AM
Form Started By: Vicky Edwards		Started On: 01/02/2025 08:44 AM
Final Approval Date: 01/02/2025		

A Resolution of the Williamson County Commissioners Court
Approving the Williamson County Project Application to
Be Submitted to the U. S. Department of Transportation for the Year 2025 Project Call
For Project Funding

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, November 15, 2021, "Bipartisan Infrastructure Law", or "BIL") provides $1.5 billion annually for FY 2022 – FY 2026, and

WHEREAS, the Office of the Secretary of Transportation, ("DOT") has announced a portion of the $1.5 billion project call for Year 2025 soliciting applications for a funding program known as the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant; 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.

WHEREAS, the Liberty Hill Bypass East project, an element of the Williamson County LRTP, was included in the 2023 Road Bond package and has been identified as being competitive for the RAISE Program call.

WHEREAS, the RAISE grant application is requesting funds for the Liberty Hill Bypass East Project.

WHEREAS, if the project is selected, Williamson County is committed to contributing the local funding match for Liberty Hill Bypass East.

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

That the Commissioners' Court of Williamson County does hereby approve submitting a project application to the Office of the Department of Transportation for funding for the above-described entitled Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29) project for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant.

RESOLVED this ____ day of January, 2025.

_____

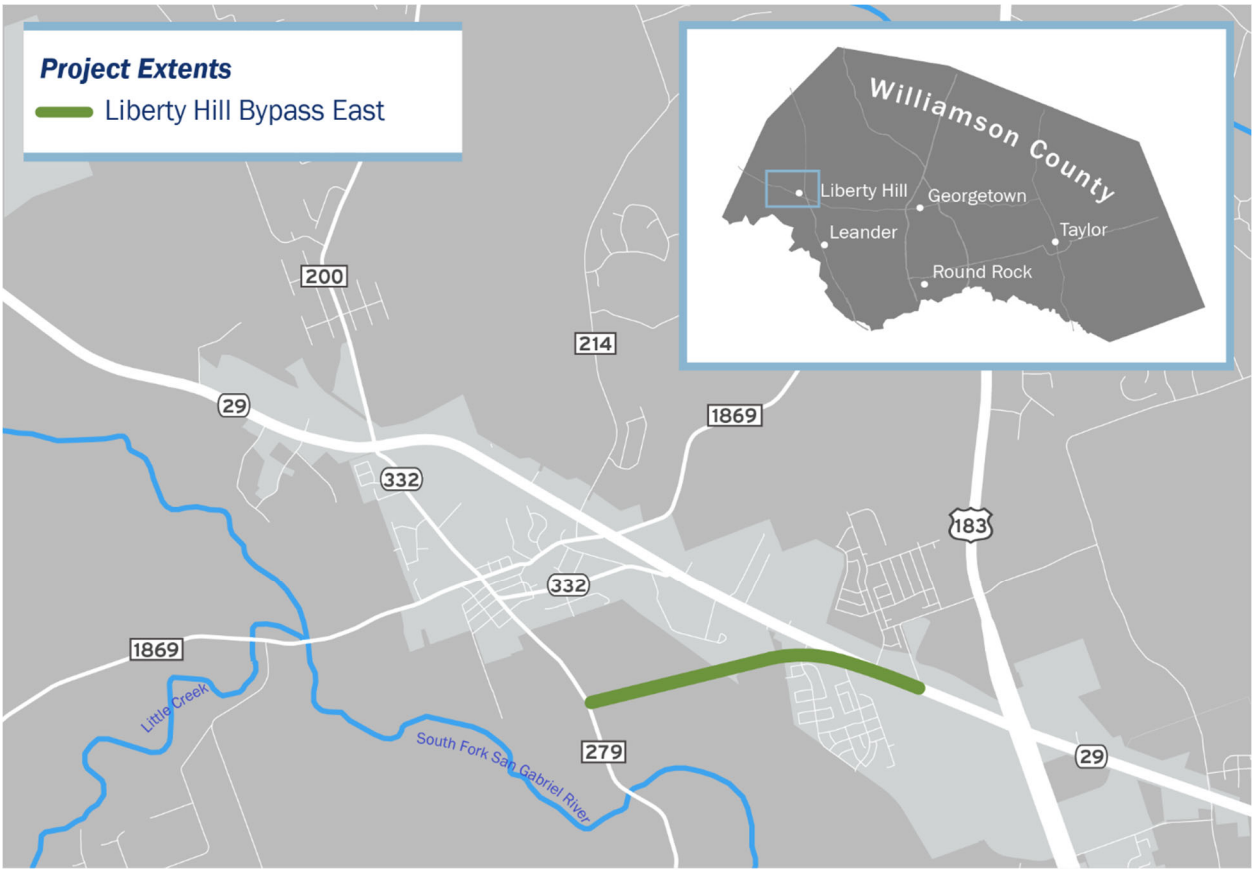
Bill Gravell, Jr., County Judge

ATTEST:

_____

Nancy E. Rister, County Clerk

PROJECT MAP


Project Extents
Liberty Hill Bypass East
Williamson County
Liberty Hill
Georgetown
Leander
Taylor
Round Rock
200
214
29
1869
332
183
332
1869
Little Creek
South Fork San Gabriel River
279
29

Grant Title/Project Name:	Rebuilding American Infrastructure with Sustainability and Equity (RAISE) / Liberty Hill Bypass East
Department:	Road Bond
Requestor:	Bob Daigh
Contact Email:	bdaigh@wilco.org
Contact Phone Number:	512-943-3330
Start Date:	Fall 2027
End Date:	Early 2030
Please select request category:	Transportation
Describe the purpose of the grant in detail to include all requirements.	Construction funding for Liberty Hill Bypass East from Bagdad Road/CR 279 to SH 29.
Select the type of grant your department is applying for:	Federal
What is the amount of the grant?	$24,300,000.00
Please provide a breakdown of the total cost above.	Construction - $24,300,000.00
Is there a match requirement?	Yes
What is the source of the match?	Anticipated 50% match to come from 2023 Road Bond Funds
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	$12,150,000.00
What is the plan to obtain grants/funds for the remaining amount?	Anticipated to come from 2023 Road Bond 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.	Future maintenance of the roadway will be Williamson County's obligation with an estimated inflated cost of $30M over 50 years. This cost includes mill and overlay of the roadway every 8 years.
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 50% match
ID	104
Version	2.0
Attachments	False
Created	
Created By	Vicky Edwards
Modified	
Modified By	Vicky Edwards

January 7, 2025

Office of the Secretary of Transportation
US Department of Transportation
1200 New Jersey Ave, SE
Washington, DC 20590

Re: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for the Liberty Hill Bypass East project

Dear Office of the Secretary of Transportation,

I write to express Williamson County's financial commitment for funding the Williamson County, Texas, Liberty Hill Bypass East project and for the reconnecting of Liberty Hill through the realignment of State Highway (SH) 29 around the city. Rerouting automobile and freight traffic from SH 29 onto a new bypass will allow the City of Liberty Hill to begin realizing plans set forth in their 2040 Comprehensive Plan. The community adopted a plan to build a more livable, walkable, connected, and economically sustainable city with much needed housing and access to jobs for the region and city.

The project has an estimated construction cost of $24M (as presented in our RAISE grant application). Williamson County commits to contributing $12M in non-federal funds to support this Project as detailed in our Project application. Liberty Hill Bypass East Grant Request was approved by the Williamson County Commissioners Court on January 7, 2025 (see attached).

The county is committed to this Project, which will deliver safe, dependable, and efficient transportation for travelers by providing a bypass route around the city that will improve safety in the downtown center. The County has already expended funds for planning, design, and environmental studies for several sections of the program of projects. Williamson County is committed to partnering with federal programs that will improve safety for the traveling public—including all modes and trip purposes—while simultaneously improving the quality of life of Williamson County residents. If federal funding is provided, the County will obligate the funding within the time period set forth under federal-aid highway requirements.

The Liberty Hill Bypass East project will construct safety, efficiency, and environmental improvements to modernize this major transportation corridor that is critical to connecting suburban and rural residents to nearby high-quality technology and light industrial jobs offering lifelong skill and career growth opportunities including those generated by the new Apple and Samsung campuses and the Tesla Gigafactory, many of which have received federal funding to recapture American goods-manufacturing and high-quality jobs from overseas.

I respectfully request that Williamson County's funding commitment be given full consideration as you consider our federal funds request of only $12,150,000 to fill an existing funding gap. If you have any further questions, please contact me at (512) 943-1550 or ctyjudge@wilco.org.

Sincerely,

Judge Bill Gravell, Jr.
Williamson County Judge
710 S. Main Street, Suite 101
Georgetown, TX 78626
ctyjudge@wilco.org

Commissioners Court - Regular Session **64.**

Meeting Date: 01/07/2025

RM 2243 Resolution and AFA with TXDOT

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a TxDOT Resolution and an Amendment to the Advance Funding Agreement to reduce the CAMPO funding for the preliminary design and Environmental Clearance to Update RM 2243 from 193A to IH35. (CSJ 2103-01-038.) Funding Source: Bonds P326.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:51 AM
Form Started By: Don Childs		Started On: 01/02/2025 09:14 AM
Final Approval Date: 01/02/2025		

TxDOT::					Federal Highway Administration:	
CCSJ #	2103-01-038	AFA ID	Z00001196		CFDA No.	20.205
AFA CSJs	2103-01-038				CFDA Title	Highway Planning and Construction
District #		Code Chart 4#	50246			
Project Name	RM 2243 PE only				*AFA Not Used For Research & Development*	

STATE OF TEXAS ******* ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON ******* ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 21st day of May 2024, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, an Advance Funding Agreement with TXDOT for the Project, generally described as **Preliminary Design and Environmental Clearance to upgrade RM 2243 from 183A to IH-35**, in Williamson County, Texas was executed on 5/20/2019; and,

WHEREAS, it has become necessary to amend that contract in order to update the approved Surface Transportation Block Grant funding for the Project.;

Now therefore, the Williamson County Commissioners Court does hereby approve the amendment and enters into the amended agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____

Bill Gravell, County Judge

Attest:

_____

Nancy E. Rister, County Clerk

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-038	AFA ID	Z00001196		CFDA No.	20.205
AFA CSJs	2103-01-038				CFDA Title	Highway Planning and Construction
District #		Code Chart 64#	50246			
Project Name	RM 2243 PE only				*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
Surface Transportation Block Grant Program (STBG)
Preliminary Engineering and Environmental On-System Project

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **05/20/2019** to effectuate their agreement to preliminary design and environmental clearance to upgrade RM 2243 from US 183A to IH-35, in Williamson County, Texas; and,

WHEREAS, it has become necessary to amend that contract to reduce the budget of the agreement; the Capital Area Metropolitan Planning Organization (CAMPO) has approved allocating of Surface Transportation Block Grant Program (STBG) funding to Plan Specification and Estimate (PS&E) Phase for CSJ#0914-05-222, 2103-01-040, and 2103-01-041

WHEREAS, the Governing Body of the Local Government has approved entering into this Amendment by resolution dated 9/10/2024, which is attached to and made a part of this Agreement as Attachment A-1, Resolution.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

1. Attachment A - Resolution is supplemented by adding Attachment A-1, Resolution, Ordinance, or Commissioners Court Order. Resolution A-1 is to update the approved Surface Transportation Block Grant Program (STBG) for the Project.
2. Attachment C - Project Budget Estimate and Source of Funds is deleted in its entirety and replaced with Attachment C-1, which is attached to and made a part of this Amendment. The total estimated cost of the Project is decreased by $4,798,837 from $10,005,310 to $5,206,473.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-038	AFA ID	Z00001196		CFDA No.	20.205
AFA CSJs	2103-01-038				CFDA Title	Highway Planning and Construction
District #		Code Chart 64#	50246			
Project Name	RM 2243 PE only				*AFA Not Used For Research & Development*	

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Bill Gravell, Jr. Typed or Printed Name
Director of Contract Services Typed or Printed Title	County Judge Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-038	AFA ID	Z00001196		CFDA No.	20.205
AFA CSJs	2103-01-038				CFDA Title	Highway Planning and Construction
District #		Code Chart 64#	50246			
Project Name		RM 2243 PE only			*AFA Not Used For Research & Development*	

ATTACHMENT C-1
PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local)	$1,697,000	100%	$1,697,000	0%	$0	0%	TDC 339,400
Engineering (by Local)	$3,022,000	100%	$3,022,000	0%	$0	0%	TDC 604,400
Subtotal	$4,719,000		$4,719,000		$0	0%	TDC 943,800
Environmental Direct State Costs	$35,393	0%	$0	100%	$35,393	0%	$0
Right of Way Direct State Costs	$17,696	0%	$0	100%	$17,696	0%	$0
Engineering Direct State Costs	$165,165	0%	$0	100%	$165,165	0%	$0
Utility Direct State Costs	$17,696	0%	$0	100%	$17,696	0%	$0
Construction Direct State Costs	$0	0%	$0		$0	0%	$0
Indirect State Costs (5.33%)	$251,523	0%	$0	100%	$251,523	0%	$0
TOTAL	$5,206,473		$4,719,000		$487,473	0%	TDC 943,800

The Local Government is using a 20% match with 943,800 Transportation Development Credits (TDCs). 339,400 TDCs for Environmental and 604,400 TDCs for Engineering are being used instead of cash funds.

Initial payment by the Local Government to the State: $0.00.

Payment by the Local Government to the State before construction: $0.00

Estimated total payment by the Local Government to the State $0.00. This is an estimate.

The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **65.**

Meeting Date: 01/07/2025

RM 2243 Resolution and AFA with TXDOT

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a TxDOT Resolution and Advance Funding Agreement for RM 2243 Phase 1B for the reconstruction of an existing 2-lane roadway to a 4-lane divided highway on RM 2243 from Garey Park to the Southwest Bypass. (CSJ 2103-01-040) Funding Source: Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:18 PM
Form Started By: Don Childs		Started On: 01/02/2025 09:43 AM
Final Approval Date: 01/02/2025		

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-040	AFA ID	Z00005368		CFDA No.	20.205
AFA CSJs	2103-01-040, 0914-05-222				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 - Garey Park to SW Bypass				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the Seventh day of January 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County, Texas (the "County") proposes to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project, generally described as preliminary engineering, plans, and specifications & estimates **for reconstruction of existing 2-lane roadway to 4-lane divided highway on RM 2243 from Garey Park to Southwest Bypass,** in Williamson County; and,

WHEREAS, the County through the Williamson County Commissioners Court desires to affirm its support of the Project, which is part of and has been funded through the Surface Transportation Block Grant Program (STBG);

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____
Presiding Officer of the
Williamson County Commissioners Court

Attest:

_____
Nancy E. Rister, County Clerk

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-040	AFA ID	Z00005368		CFDA No.	20.205
AFA CSJs	2103-01-040				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		RM 2243 - Garey Park to SW Bypass			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Program (STBG)
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and,

WHEREAS, the Texas Transportation Commissi has not authorized funding for construction, and,

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and,

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **add lanes and shoulders.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **01/07/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in

Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for reconstruction of 2-Lane undivided roadway to 4-lane divided roadway on RM 2243 from Garey Park to Southwest Bypass, in Williamson County Texas as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and

for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities (NOT APPLICABLE)

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local

Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate

of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 Main Street, ste.201 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-040	AFA ID	Z00005368		CFDA No.	20.205
AFA CSJs	2103-01-040				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		RM 2243 - Garey Park to SW Bypass			*AFA Not Used For Research & Development*	

32. Signatory Warranty

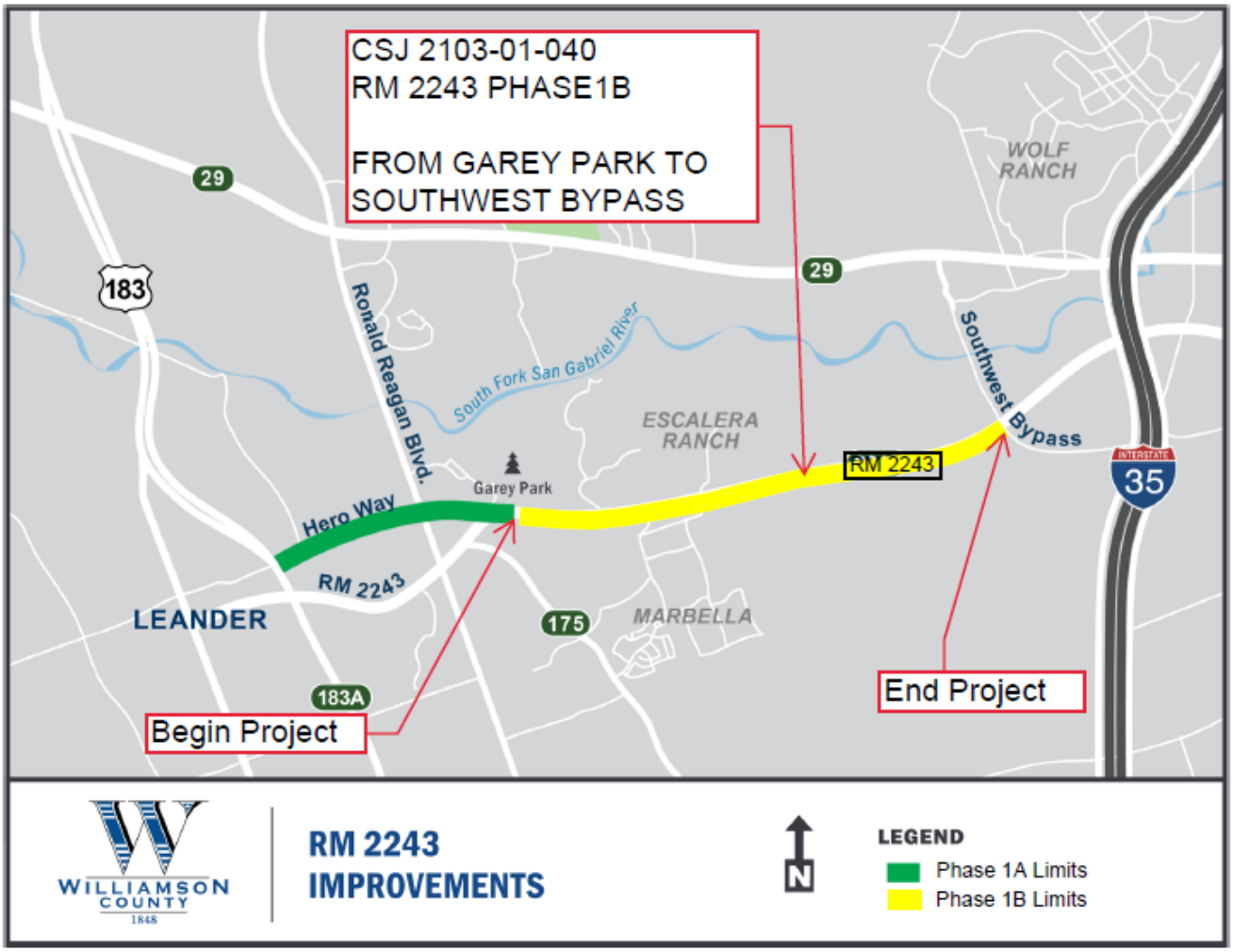
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
Kenneth Stewart	Bill Gravell, Jr.
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	County Judge
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-040	AFA ID	Z00005368		CFDA No.	20.205
AFA CSJs	2103-01-040				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 - Garey Park to SW Bypass				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-040	AFA ID	Z00005368		CFDA No.	20.205
AFA CSJs	2103-01-040				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		RM 2243 - Garey Park to SW Bypass			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Engineering & Environmental costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$1,215,000	100%	$1,215,000	0%	$0	TDC	243,000
Environmental (by Local Government)	$30,000	100%	$30,000	0%	$0	TDC	6,000
Subtotal	$1,245,000		$1,245,000		$0		TDC 249,000
Environmental Direct State Costs	$3,735	0%	$0	100%	$3,735	0%	$0
Right of Way Direct State Costs,	$934	0%	$0	100%	$934	0%	$0
Engineering Direct State Costs;	$5,603	0%	$0	100%	$5,603	0%	$0
Utility Direct State Costs	$934	0%	$0	100%	$934	0%	$0
Construction Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Indirect State Costs (5.29%)	$65,861	0%	$0	0%	$65,861	0%	$0
TOTAL	$1,322,067		$1,245,000		$77,067		TDC 249,000

*Local Government is utilizing 249,000 Transportation Development Credits (TDC) in lieu of non-federal matching funds.

Initial payment by the Local Government to the State: $0.00.

Payment by the Local Government to the State before construction: $0.00

Estimated total payment by the Local Government to the State $0.00. This is an estimate.

The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **66.**

Meeting Date: 01/07/2025

RM 2243 Resolution and AFA with TXDOT

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a TxDOT Resolution and Advance Funding Agreement for RM 2243 Phase 2 for the conversion of a 2/4-lane divided highway to a 6-lane divided highway on RM 2243 from 183A to the Southwest Bypass. (CSJ 2103-01-041) Funding Source: Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

AFA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:18 PM
Form Started By: Don Childs		Started On: 01/02/2025 09:52 AM
Final Approval Date: 01/02/2025		

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-041				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		RM 2243 – From 183A to Southwest Bypass			*AFA Not Used For Research & Development*	

ATTACHMENT C

RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF WILLIAMSON * ***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the seventh day of January 2025, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County, Texas (the "County") proposes to enter into an Advance Funding Agreement with the Texas Department of Transportaton for the Project, generally described as preliminary engineering, plans, and specifications & estimates **for the conversion of a 2/4-lane divided to 6-lane divided road on RM 2243 from 183A to Southwest Bypass,** in Williamson County; and,

WHEREAS, the County through the Williamson County Commissioners Court desires to affirm its support of the Project, which is part of and has been funded through the Surface Transportation Block Grant Program (STBG);

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into the agreement with the Texas Department of Transportation for the Project referenced above. The County Judge or Presiding Officer is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2025.

_____

Presiding Officer of the
Williamson County Commissioners Court

Attest:

_____

Nancy E. Rister, County Clerk

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-041				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		RM 2243 – From 183A to Southwest Bypass			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Program (STBG)
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752 and 116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **RM 2243 Corridor Expansion Projects.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **01/07/2025**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-041				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name		RM 2243 – From 183A to Southwest Bypass			*AFA Not Used For Research & Development*	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. **Responsible Parties:**
   For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**N/A**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

   An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. **Scope of Work**
   The scope of work for the Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for the conversion of a 2/4-lane divided to 6-lane divided road on RM 2243 from 183A to Southwest Bypass, in Williamson County Texas as shown on Attachment A.

4. **Project Sources and Uses of Funds**
   The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

   A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities (NOT APPLICABLE)

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local

Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use

of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Williamson ATTN: County Judge 710 Main Street, ste.201 Georgetown, TX 78626	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties 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 manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such

direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts,

subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

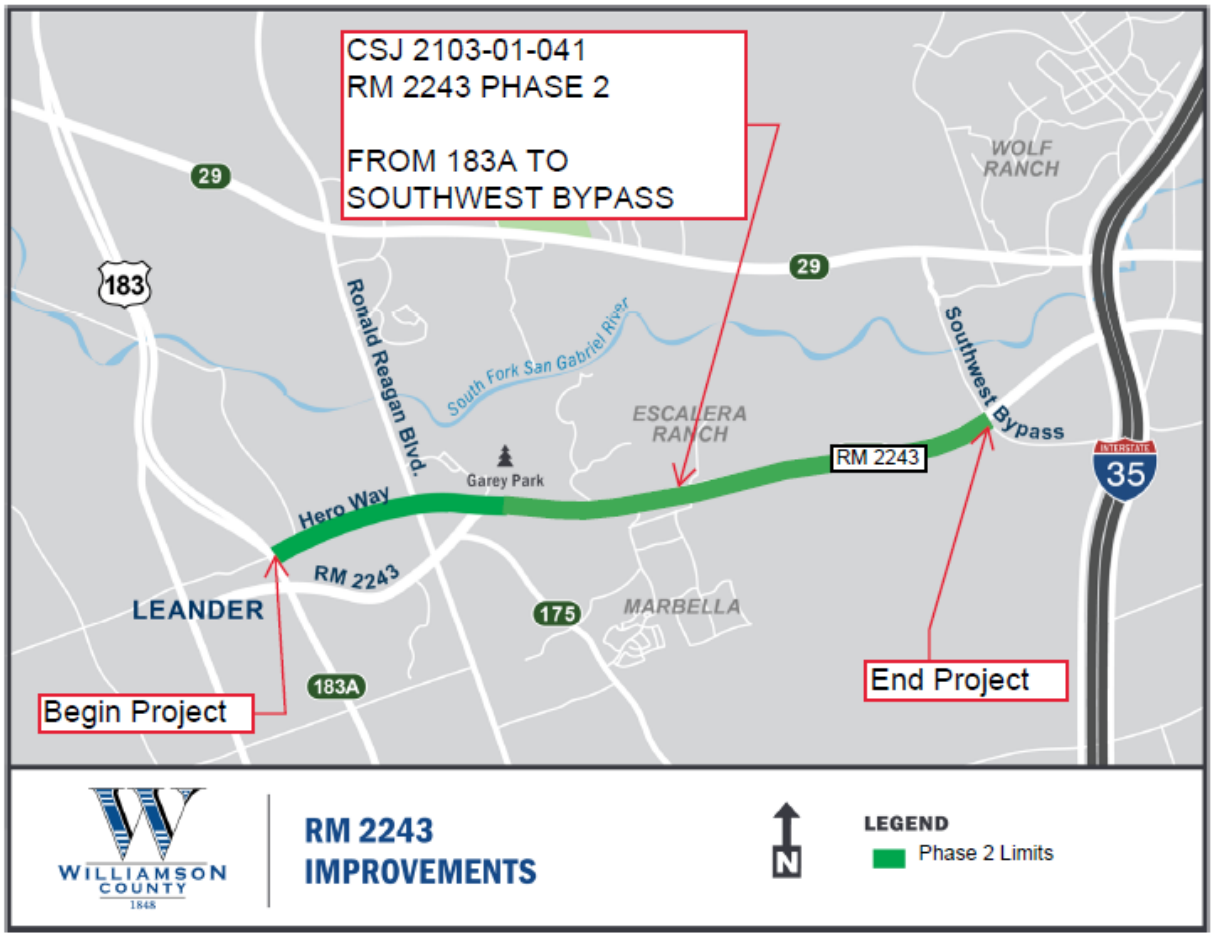
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-041				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 – From 183A to Southwest Bypass				*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-041				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 – From 183A to Southwest Bypass				*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

Costs will be allocated based on 0% Federal funding and 100% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description(Phase 2) CSJ#2103-01-041	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$2,024,000	100%	$2,024,000	0%	$0	0%	TDC 404,800
Environmental	$50,000	100%	$50,000	0%	$0	0%	TDC 10,000
Subtotal	$2,074,000		$2,074,000		$0		TDC 414,800
Environmental Direct State Costs	$6,222	0%	$0	100%	$6,222	0%	$0
Right of Way Direct State Costs,	$1,556	0%	$0	100%	$1,556	0%	$0
Engineering Direct State Costs;	$9,333	0%	$0	100%	$9,333	0%	$0
Utility Direct State Costs	$1,556	0%	$0	100%	$1,556	0%	$0
Construction Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Indirect State Costs; 5.29%	$109,715	0%	$0	100%	$109,715	0%	$0
TOTAL	$2,202,382				$128,382		TDC 414,800

Transportation Development Credits (TDCs) in the amount of 414,800 will be used for the Local Government's contribution

Initial payment by the Local Government to the State: $0.00.

Payment by the Local Government to the State before construction: $0.00

Estimated total payment by the Local Government to the State $0.00. This is an estimate.

The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **67.**

Meeting Date: 01/07/2025

CR 110N Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (4.678 acres as right of way and 2.813 acres as a waterline easement) required for the construction of CR 110N. (Jimmy and Virginia Webb/ Parcel 2) Funding Source: TANS P588.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:42 AM
Form Started By: Don Childs		Started On: 01/02/2025 08:57 AM
Final Approval Date: 01/02/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 4.678 acres (Parcel 2) described by metes and bounds in Exhibit "A" and the acquisition of a waterline easement to that certain tract of land being 2.813 acres (parcel 2E) described by metes and bounds in Exhibit "B" owned by **JIMMY C. AND VIRGINIA M. WEBB,** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 110N roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A & B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT __A____
PROPERTY DESCRIPTION

DESCRIPTION OF A 4.678 ACRE (203,789 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 28.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO JIMMY C. WEBB AND WIFE, VIRGINIA M. WEBB RECORDED IN VOLUME 707, PG. 182 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 4.678 ACRE (203,789 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an 1/2 inch iron rod with plastic cap stamped "FOREST-1847" found in the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 104 (ROW width varies), being the northwesterly corner of that called 64.358 acre tract of land described in General Warranty Deed with Vendor's Lien to R040062, LP recorded in Document No. 2021042165, of the Official Public Records of Williamson County, Texas, same being the southwesterly corner of said 28.00 acre tract,

THENCE, North 67°39'59" East, departing said existing easterly ROW line, being the northerly boundary line of said 64.358 acre tract, same being the southerly boundary line of said 28.00 acre tract, for a distance of 519.98 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed westerly ROW line of said C.R 110 (ROW width varies), 155.00 feet left of proposed CR 110 Baseline Station 380+06.88 (Grid Coordinates determined as N=10,195,032.51, E=3,149,245.23, Texas Coordinate System of 1983, Central Zone), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said 64.358 acre tract, through the interior of said 28.00 acre tract, with said proposed westerly ROW line, the following three (3) courses:

1) **North 19°46'12" East**, for a distance of **178.69 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 155.00 feet left of proposed CR 110 Baseline Station 381+85.57, for an angle point;
2) **North 67°26'34" East**, for a distance of **51.40 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 117.00 feet left of proposed CR 110 Baseline Station 382+20.18, for an angle point;

3) **North 19°46'12" East**, for a distance of **788.62 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 117.00 feet left of proposed CR 110 Baseline Station 390+08.80 in the northerly boundary line of said 28.00 acre tract, same being in the southerly boundary line of that called 20.51 acre tract of land cited in General Warranty Deed to Equity Trust d/b/a Sterling Trust fbo Albert H. Barschmid III recorded in Document No. 2010045952, of the Official Public records of Williamson County, Texas described as a certain called 10.51 acre tract of land in a General Warranty Deed to Stanley D. Brokhausen and wife, Gladys K. Brokhausen recorded in Volume 717, Page 116, together with a certain called 10.00 acre tract of land described in a Deed to Stanley D. Brokhausen and wife, Gladys K. Brokhausen recorded in Volume 658, Page 408, both of the Deed Records of Williamson County, Texas, for the northwesterly corner of the herein described parcel, and from which, the calculated southwesterly corner of said 10.51 acre tract, same being the southeasterly corner of that called 10.00 acre tract of land cited in said General Warranty Deed to Equity Trust and described in Warranty Deed With Vendor's Lien recorded in Volume 658, Page 408 of the Deed Records of Williamson County, Texas, bears with said northerly boundary line of said 28.00 acre tract, same being said southerly boundary line of the 10.51 acre tract, South 72°00'09" West, at a distance of 213.54 feet;

4) **THENCE**, **North 72°00'09" East**, departing said proposed westerly ROW line, with said common boundary line, for a distance of **253.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly ROW line of said C.R. 110, 83.00 feet right of proposed CR 110 Baseline Station 391+63.75, for the northeasterly corner of the herein described parcel, and from which, a 1/2-inch iron rod found, being the southeasterly corner of said 10.51 acre tract, same being the northeasterly corner of said 28.00 acre tract in the westerly boundary line of Lot 45, Block "D" (7.04 acres), Valley Vista, a subdivision of record in Cabinet P, Slides 18-20 of the Plat Records of Williamson County, Texas, bears North 72°00'09" East, at a distance of 511.86 feet;

THENCE, departing said 10.51 acre tract, through the interior of said 28.00 acre tract, with said proposed easterly ROW line, the following three (3) courses:

5) **South 19°46'12" West**, for a distance of **719.39 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet right of proposed CR 110 Baseline Station 384+44.37, for an angle point;
6) **North 68°15'24" East**, for a distance of **41.18 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 113.84 feet right of proposed C.R. 110 Baseline Station 384+71.66, for an ell corner;
7) **South 21°44'36" East**, for a distance of **130.00 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 200.00 feet right of proposed C.R. 110 Baseline Station 383+74.32 in the southerly boundary line of said 28.00 acre tract, same being in the northerly boundary line of said remainder of the 68.358 acre tract, for the southeasterly corner of the herein described parcel;

THENCE, departing said proposed easterly ROW line, with said common boundary line, the following three (3) courses:

8) **South 68°15'24" West**, for a distance of **292.17 feet** to a 1/2 iron rod with plastic cap stamped "FOREST 1847" found, for an angle point;
9) **South 50°55'51" West**, for a distance of **130.61 feet** to a 1/2-inch iron rod found, for an angle point;
10) **South 67°39'59" West**, for a distance of **92.51 feet** to the **POINT OF BEGINNING**, containing 4.678 acres (203,789 square feet) of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

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 during the months of November and December, 2021, and January, 2022 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. and in June and July, 2024 under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of August, 2024, A.D.

INLAND GEODETICS

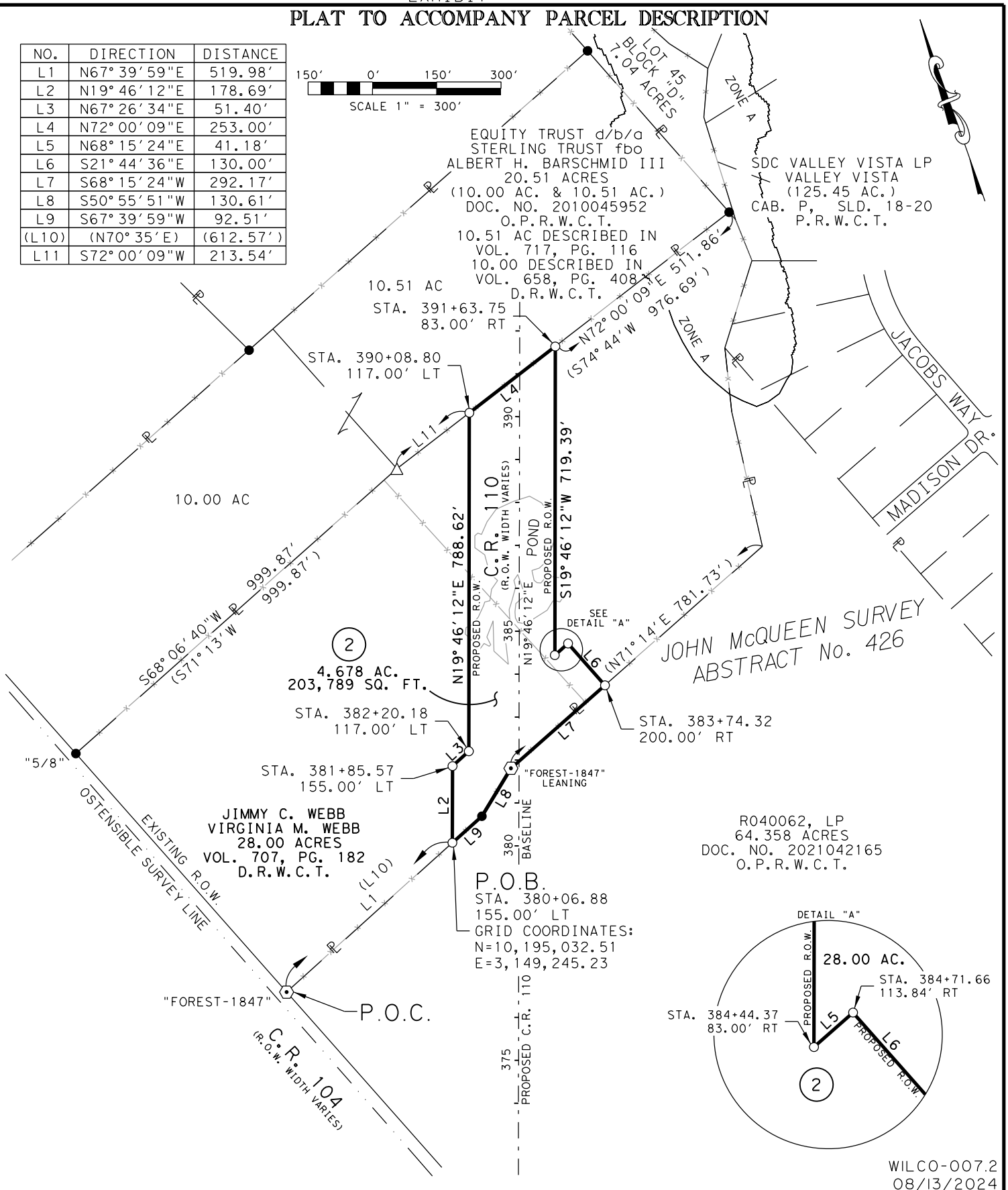


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. WILCO-007.2
P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 2-WEBB\WILCO-007.2-PARCEL 2-WEBB.docx

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N67°39'59"E	519.98'
L2	N19°46'12"E	178.69'
L3	N67°26'34"E	51.40'
L4	N72°00'09"E	253.00'
L5	N68°15'24"E	41.18'
L6	S21°44'36"E	130.00'
L7	S68°15'24"W	292.17'
L8	S50°55'51"W	130.61'
L9	S67°39'59"W	92.51'
(L10)	(N70°35'E)	(612.57')
L11	S72°00'09"W	213.54'



WILCO-007.2
08/13/2024

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

JIMMY C. WEBB
VIRGINIA M. WEBB

SCALE	PROJECT	COUNTY
1" = 300'	COUNTY ROAD 110	WILLIAMSON

PARCEL 2
4.678 ACRES
203,789 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\2-WEBB\WEBB.dgn

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	5/8" IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	1/2" IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.C.	POINT OF COMMENCING
●	1/2" IRON ROD FOUND	( )	RECORD INFORMATION
△	CALCULATED POINT	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
℄	PROPERTY LINE	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		——X——	WIRE FENCE

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2402705
SCHEDULE B

10a. EASEMENT DATED JUNE 3, 1940, EXECUTED BY MRS. VICTOR ERICSON, A WIDOW TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 299, PAGE 311 (511), DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
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10c. RIGHT OF WAY EASEMENT DATED OCTOBER 23, 1976, EXECUTED BY ROY LUTZ TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, RECORDED IN VOLUME 705, PAGE 796, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
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10d. EASEMENT AND RIGHT OF WAY DATED SEPTEMBER 8, 1977, EXECUTED BY ROY LUTZ TO TEXAS POWER & LIGHT COMPANY AND GENERAL TELEPHONE COMPANY, RECORDED IN VOLUME 711, PAGE 815, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
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10e. EASEMENT AND RIGHT OF WAY DATED JANUARY 15, 1979, EXECUTED BY JIMMY C. WEBB AND WIFE, VIRGINIA M WEBB TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 747, PAGE 124, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10f. RIGHT OF WAY EASEMENT DATED FEBRUARY 5, 1979, EXECUTED BY JIMMY C. WEBB TO JONAH WATER SUPPLY, RECORDED IN VOLUME 747, PAGE 730, DEED RECORDS, WILLIAMSON COUNTY, TEXAS.
(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

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(THE LOCATION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT.)

10h. SUBJECT TO ANY VISIBLE OR APPARENT EASEMENT(S) OVER, UNDER OR ACROSS SUBJECT PROPERTY.

10i. RIGHTS OF PARTIES IN POSSESSION.

10j. (NOT A SURVEY MATTER)

10k. (NOT A SURVEY MATTER)

10l. "ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND."

WILCO-007.2
08/13/2024

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1" = 300'	COUNTY ROAD 110	WILLIAMSON

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203,789 Sq. Ft.

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EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00012.

2. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402705, EFFECTIVE APRIL 16, 2024, ISSUED APRIL 23, 2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

3. 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.

4. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X (NOT SHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0505F, THAT BEARS AN EFFECTIVE/REVISED DATE OF 12/20/2019. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP. THIS STATEMENT IS FOR INSURANCE PURPOSES ONLY AND IS NOT AN OPINION THAT THE PROPERTY WILL OR WILL NOT FLOOD. A FLOOD STUDY WAS NOT CONDUCTED ON THE PROPERTY.

5. 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.

6. ALL REFERENCES TO RECORD DATA (RECORD=***) INDICATE INFORMATION AS CITED IN VOL. 707, PG. 182, D.R.W.C.T.

7. 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.

CALCULATED	ACQUISITION	REMAINING
28.00 AC 1,219,680 SQ FT	4.678 AC 203,789 SQ FT	23.38 AC 1,018,376 SQ FT

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION.

08/13/2024

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
5630
PROFESSIONAL
LAND SURVEYOR

WILCO-007.2
08/13/2024

INLAND GEODETICS
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PARCEL PLAT SHOWING PROPERTY OF

JIMMY C. WEBB
VIRGINIA M. WEBB

SCALE	PROJECT	COUNTY
1" = 300'	COUNTY ROAD 110	WILLIAMSON

PARCEL 2
4.678 ACRES
203,789 Sq. Ft.

P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\4 -Drawings\PARCELS\2-WEBB\WEBB.dgn

EXHIBIT B
PROPERTY DESCRIPTION

DESCRIPTION OF A 2.813 ACRE (122,533 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 28.00 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO JIMMY C. WEBB AND WIFE, VIRGINIA M. WEBB RECORDED IN VOLUME 707, PG. 182 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.813 ACRE (122,533 SQUARE FOOT) PARCEL OF LAND BEING SURVEYED ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "FOREST RPLS 1847" found in in the southerly boundary line of said 28.00 acre tract, same point being in the northwesterly boundary line of that called 64.358 acre tract of land cited in General Warranty Deed with Vendor's Lien to R040062, LP recorded in Document No. 2021042165, of the Official Public Records of Williamson County, Texas;

THENCE, North 68°15'24" East, with the common line of said 28.00 acre tract and said 64.358 acre tract, a distance of 292.17 feet to a 5/8-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed easterly Right-of-Way (ROW) line of County Road (C.R.) 110, being 200.00 feet right of proposed C.R. 110 Baseline Station 383+74.32 (Grid Coordinates determined as N=10,195,258.19, E=3,149,703.54, Texas Coordinate System of 1983, Central Zone), for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, North 21°44'36" West**, departing said northwesterly boundary line of the 64.358 acre tract, through the interior of said 28.00 acre tract, with said proposed easterly ROW line, for a distance of **130.00 feet** to a 5/8-inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 113.84 feet right of proposed CR 110 Baseline Station 384+71.66, for the northwesterly corner of the herein described parcel;

THENCE, departing said proposed easterly ROW line, continuing through the interior of said 28.00 acre tract, with the northerly line of the herein described parcel, the following three (3) courses:

2) **North 68°15'24" East**, for a distance of **366.61 feet** to a calculated angle point;
3) **North 06°47'09" East**, for a distance of **311.20 feet** to a calculated angle point;
4) **North 67°59'20" East**, for a distance of **214.54 feet** to a 3/8-inch iron rod found, being an angle point in the easterly boundary line of said 28.00 acre tract, same point being an angle point in the westerly boundary line of Lot 41, Block "D" (1.01 acres), VALLEY VISTA, a subdivision of record in Cabinet P, Slides 18-20, of the Plat Records of Williamson County, Texas, also being the northeasterly corner of said 64.358 acre tract, for the northeasterly corner of the herein described parcel;

THENCE, departing said Lot 41, VALLEY VISTA subdivision, with the easterly boundary line of said 28.00 acre tract, same being a northerly boundary line of said 64.358 acre tract, the following two (2) courses:

5) **South 13°33'02" West**, for a distance of **149.88 feet** to a calculated angle point;

6) **South 06°51'44" West**, for a distance of **321.30 feet** to the calculated southeasterly corner of said 28.00 acre tract, for an angle point of said 64.358 acre tract for the southeasterly corner of the herein described parcel;

7) **THENCE, South 68°15'24" West**, with the southerly boundary line of said 28.00 acre tract, same being the northwesterly boundary line of said 64.358 acre tract, for a distance of **489.35 feet** to the **POINT OF BEGINNING** and containing 2.813 acres (122,533 square feet) of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone, NAD 83(2011). All distances are surface values represented in US Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00012.

The use of the word "certify" or "certification" on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

The foregoing metes and bounds description, and survey on which it was based, is accompanied by and a part of a survey map of the subject tract.

THE STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENT
COUNTY OF WILLIAMSON §

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 during the months of November and December, 2021, and January, 2022 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S. and in June and July, 2024 under my supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 13th of August, 2024, A.D.

INLAND GEODETICS

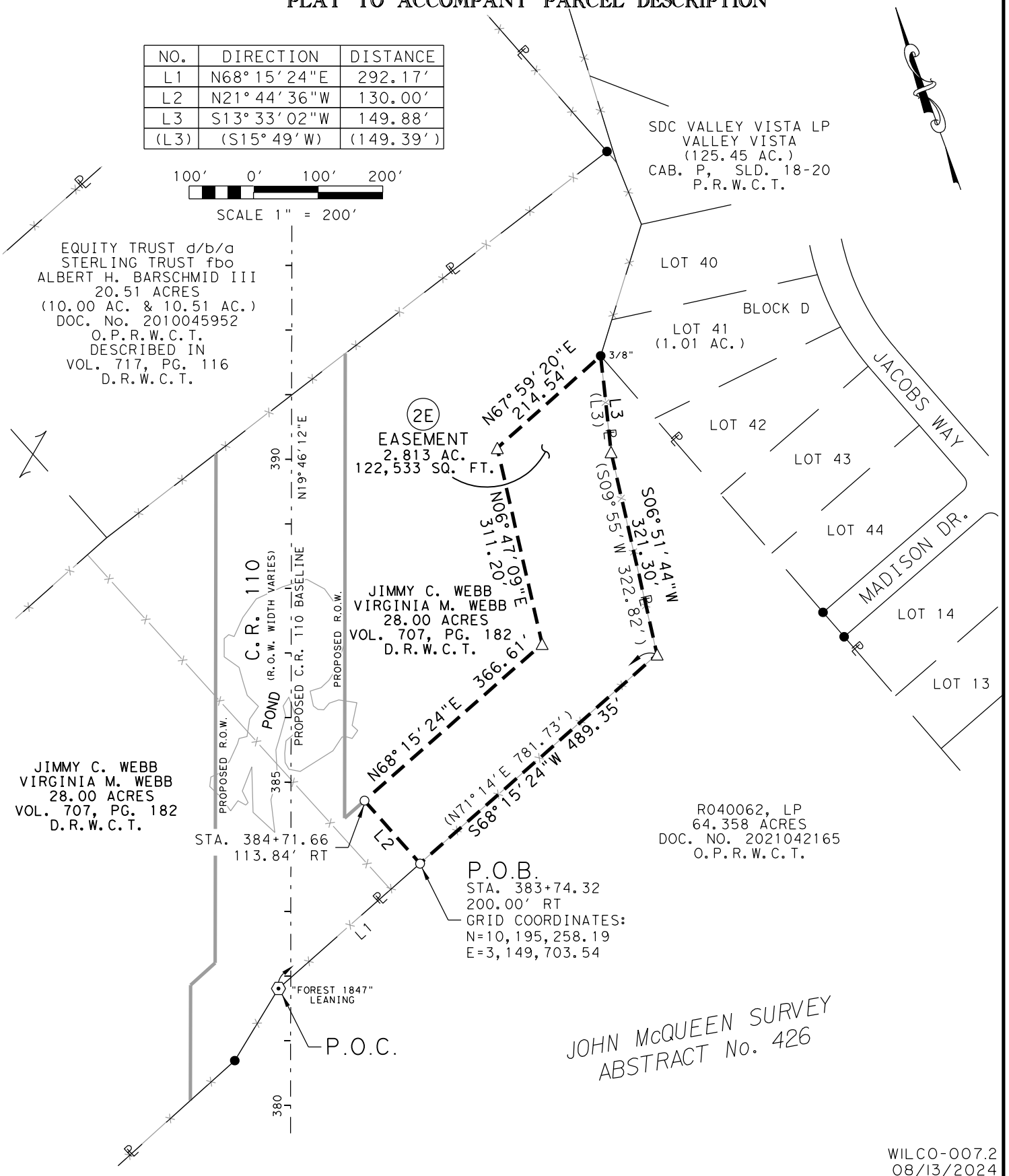


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100
Proj No. WILCO-007.2
P:\Projects\Williamson County (WilCo)\WilCo-007.2-WA#2 CR 110\5 -Descriptions-Reports\PARCEL 2E-WEBB ESMT\WILCO-007.2-PARCEL 2E-WEBB EASEMENT.docx

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

NO.	DIRECTION	DISTANCE
L1	N68°15'24"E	292.17'
L2	N21°44'36"W	130.00'
L3	S13°33'02"W	149.88'
(L3)	(S15°49'W)	(149.39')



WILCO-007.2
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1" = 200'	COUNTY ROAD 110	WILLIAMSON

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EASEMENT
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EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

TEXAN TITLE INSURANCE COMPANY
GF NO. GT2402705
SCHEDULE B

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		—X—	WIRE FENCE

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2. REFERENCE IS HEREON MADE TO THE METES AND BOUNDS DESCRIPTION OF THIS TRACT ACCOMPANYING THIS SKETCH.

3. THE SUBJECT TRACT SHOWN HEREON IS AN EASEMENT, MONUMENTS WERE NOT SET FOR CORNERS.

4. REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402705, EFFECTIVE APRIL 16, 2024, ISSUED APRIL 23, 2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER, 2021, AND JANUARY, 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S. AND IN JUNE AND JULY, 2024 UNDER MY SUPERVISION.

08/13/2024

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
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1504 CHISHOLM TRAIL ROAD, SUITE 103
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STATE OF TEXAS
REGISTERED
MIGUEL ANGEL ESCOBAR
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Commissioners Court - Regular Session **68.**

Meeting Date: 01/07/2025

CR 314 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.4078 acres as right of way and .0098 as a waterline easement) required for the construction of CR 314. (Sonwest Co. a Texas Corporation/ Parcel 29) Funding Source: Road Bonds P364.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 11:49 AM
Form Started By: Don Childs		Started On: 01/02/2025 09:11 AM
Final Approval Date: 01/02/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.4078 acres (Parcel 29) described by metes and bounds in Exhibit "A" and the acquisition of a waterline easement to that certain tracts of land being 0.0098 acres (parcel 29E) described by metes and bounds in Exhibit "B; owned by **SONWEST CO. A TEXAS CORPORATION.** for the purpose of constructing, reconstructing, maintaining, and operating the County Road 314 roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore,

the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A&B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.4078 ACRE (17,766 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF RESTRICTIVE LOTS 54-H, 21-J, 43-N, G.C.E. AND P.U.E.s KNOWN AS CIRCLE WAY AND JERICHO PASS, AND TWO G.C.E. LANDSCAPE LOTS ABUTTING SAID JERICHO PASS, OUT OF SONTERRA I CONDOMINIUMS, AS DESCRIBED IN EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA I CONDOMINIUMS, A CONDOMINIUM REGIME OF RECORD IN DOCUMENT NO. 2019033781, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.4078 ACRE (17,766 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped “LENZ&ASOC-AUSTIN,TX” found (Grid coordinates determined as N=10,265,658.69, E=3,160,011.51) at the intersection of the existing northerly right of way (ROW) line of County Road 314 (C.R. 314)(variable ROW width), and the westerly ROW line of County Road 322 (C.R. 322)(variable ROW width), said point being the southeasterly corner of said SONTERRA I CONDOMINIUMS, for the southeasterly corner and **POINT OF BEGINNING** of the herein described parcel;

THENCE, departing said westerly ROW line of C.R. 322, with said existing northerly ROW line, same line being the southerly boundary line of said SONTERRA I CONDOMINIUMS the following three (3) courses:

1) **S 68°09'45" W,** with the southerly boundary line of said Lot 43-N, said G.C.E. landscape lots, said Jericho Pass and in part with said Lot 21-J, a distance of **1,272.44 feet** to a 1/2 inch iron rod found for an interior ell corner of the herein described parcel;

2) **S 20°49'09" E,** continuing with the southerly boundary line of said Lot 21-J, a distance of **9.63 feet** to a 1/2 inch iron rod with plastic cap stamped “LENZ&ASOC-AUSTIN,TX” found for an exterior ell corner of the herein described parcel;

3) **S 68°12'02" W**, continuing in part with the southerly boundary of Lot 21-J, and with the southerly boundary line of said Circle Way and said Lot 54-H, passing at a distance of 156.41 feet a 1/2 inch iron rod found with plastic cap stamped “LENZ&ASOC-AUSTIN,TX”, passing at a distance of 205.39 feet a 1/2 inch iron rod with plastic cap stamped “LENZ&ASOC-AUSTIN,TX”, and continuing for a total distance of **323.77 feet** to a calculated point being the southeasterly corner of that called 8.028 acre tract of land described in General Warranty Deed to 313 Jarrell Properties, LLC in Document No. 2023077477, said Official Public Records, same point being the southwesterly corner of said SONTERRA I CONDOMINIUMS, for the southwesterly corner of the herein described parcel;

4) **THENCE, N 21°08'45" W**, departing said existing northerly ROW line, with the common boundary line of said 8.028 acre tract and said SONTERRA I CONDOMINIUMS, a distance of **44.90 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 66.00 feet left of Engineer's baseline station 134+38.82 on the proposed northerly ROW line of C.R. 314, for the beginning of a non-tangent curve to the right and the northwesterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped “LENZ&ASOC-AUSTIN,TX” found being the northwesterly corner of said SONTERRA I CONDOMINIUMS bears N 21°08’45” W, with said proposed northerly ROW line and said common boundary line, passing at a distance of 2.00 feet a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer’s baseline station 134+38.71, then, departing said proposed northerly ROW line and continuing with said common boundary line, for a total distance of 586.77 feet;

THENCE, with said proposed northerly ROW line, through the interior of said SONTERRA I CONDOMINIUMS, the following seven (7) courses:

5) with said curve to the right having a radius of **3,766.00 feet**, a delta angle of **00°25'34",** an arc length of **28.01 feet**, and a chord which bears **N 72°30'58" E**, a distance of **28.01 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 66.00 feet left of Engineer's baseline station 134+66.34, for a point of tangency;

6) **N 72°43'45" E** a distance of **86.12 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 66.00 feet left of Engineer's baseline station 135+52.46, for an interior ell corner;

7) **N 21°45'57" W** a distance of **2.01 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 135+52.30, for an exterior ell corner;

8) **N 72°43'45" E** a distance of **150.88 feet** to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 137+03.18 for the beginning of a tangent curve to the left;

9) with said curve to the left having a radius of **3,632.00 feet**, a delta angle of **04°34'07",** an arc length of **289.60 feet**, and a chord which bears **N 70°26'42" E**, a distance of **289.52 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 139+98.20, for a point of tangency;

10) **N 68°09'38" E**, a distance of **970.28 feet** to a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-AUSTIN,TX" found, being 68.00 feet left of Engineer's baseline station 149+68.48**,** for the beginning of a tangent curve to the left;

11) with said curve to the left having a radius of **3,792.00 feet**, a delta angle of **01°05'22",** an arc length of **72.10 feet**, and a chord which bears **N 67°36'57" E**, a distance of **72.10 feet**, to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer's baseline station 150+41.87 on said westerly ROW line of C.R. 322, same line being the easterly boundary line of said SONTERRA I CONDOMINIUMS, for the northeasterly corner of the herein described parcel, from which a 1/2 inch iron rod with plastic cap stamped "LENZ&ASOC-AUSTIN,TX" found bears N 21°49'16" W, a distance of 34.31 feet;

12) **THENCE**, **S 21°49'16" E**, with said westerly ROW line of C.R. 322, and said easterly boundary line of SONTERRA I CONDOMINIUMS, a distance of **5.69 feet** to the **POINT OF BEGINNING**, and containing an area of 0.4078 acres (17,766 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (Now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics

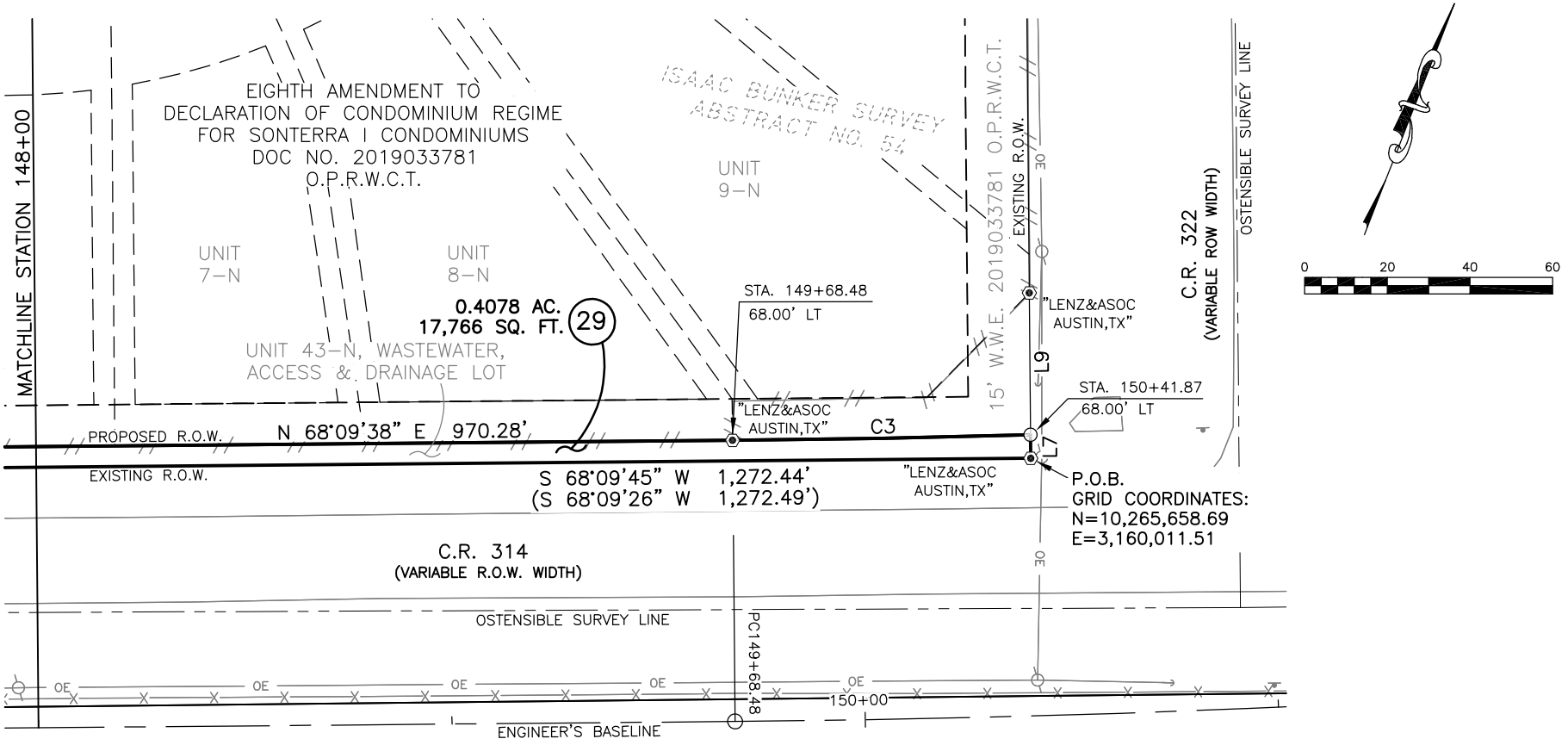




Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION



CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,766.00'	0°25'34"	28.01'	N 72°30'58" E	28.01'
C2	3,632.00'	4°34'07"	289.60'	N 70°26'42" E	289.52'
C3	3,792.00'	1°05'22"	72.10'	N 67°36'57" E	72.10'

NO.	BEARING	DISTANCE
L1	S 20°49'09" E	9.63'
L2	S 68°12'02" W	323.77'
L3	N 21°08'45" W	44.90'
L4	N 72°43'45" E	86.12'
L5	N 21°45'57" W	2.01'
L6	N 72°43'45" E	150.88'
L7	S 21°49'16" E	5.69'
L8	N 68°12'02" E	325.65'
L9	N 21°49'16" W	34.31'

PROJECT NO.: SLAN–001

08/15/2024

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

SONTERRA CONDOMINIUM REGIME

PARCEL 29
0.4078 AC.
17,766 SQ. FT.

SCALE		PROJECT
1" = 40'	WILLIAMSON COUNTY	C.R. 314

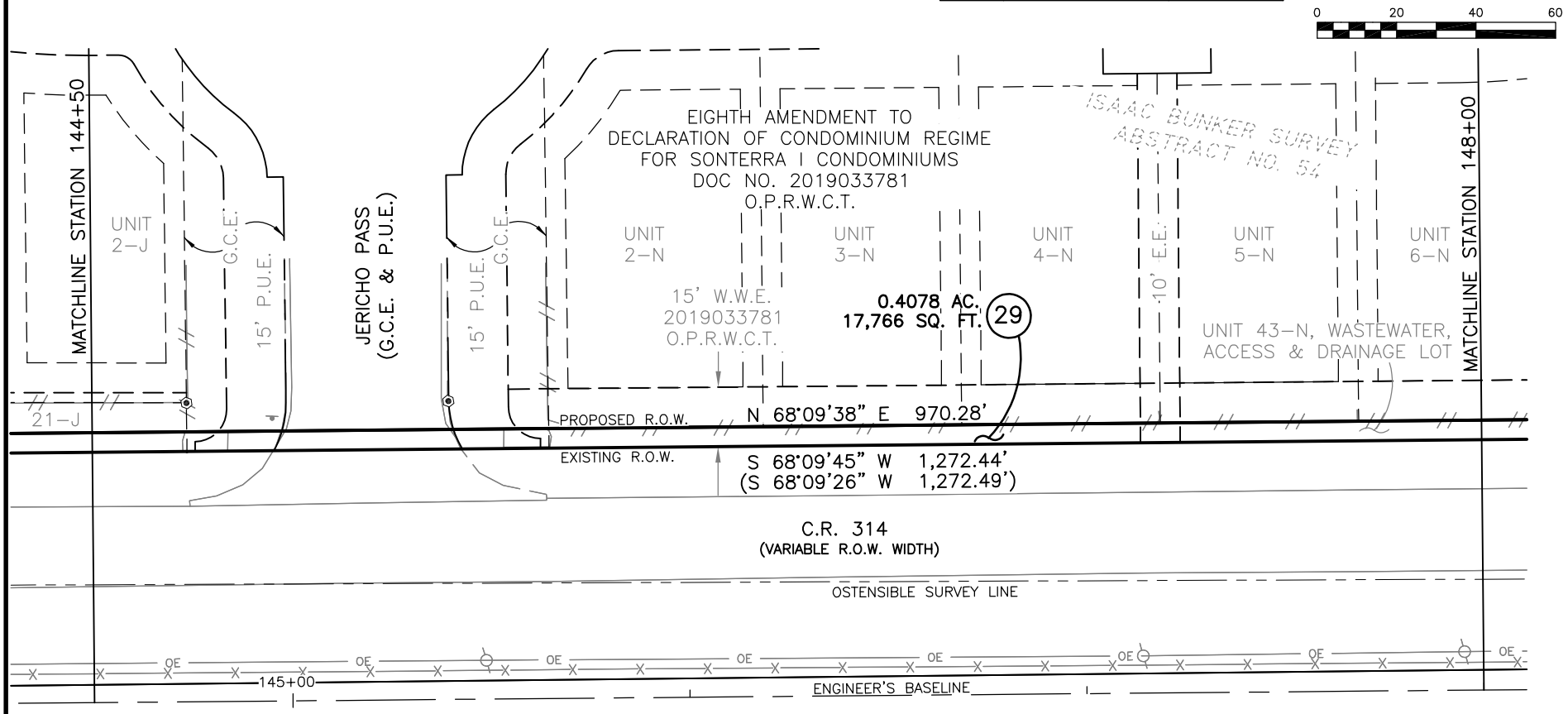
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SCALE 1" = 40'

WILLIAMSON COUNTY

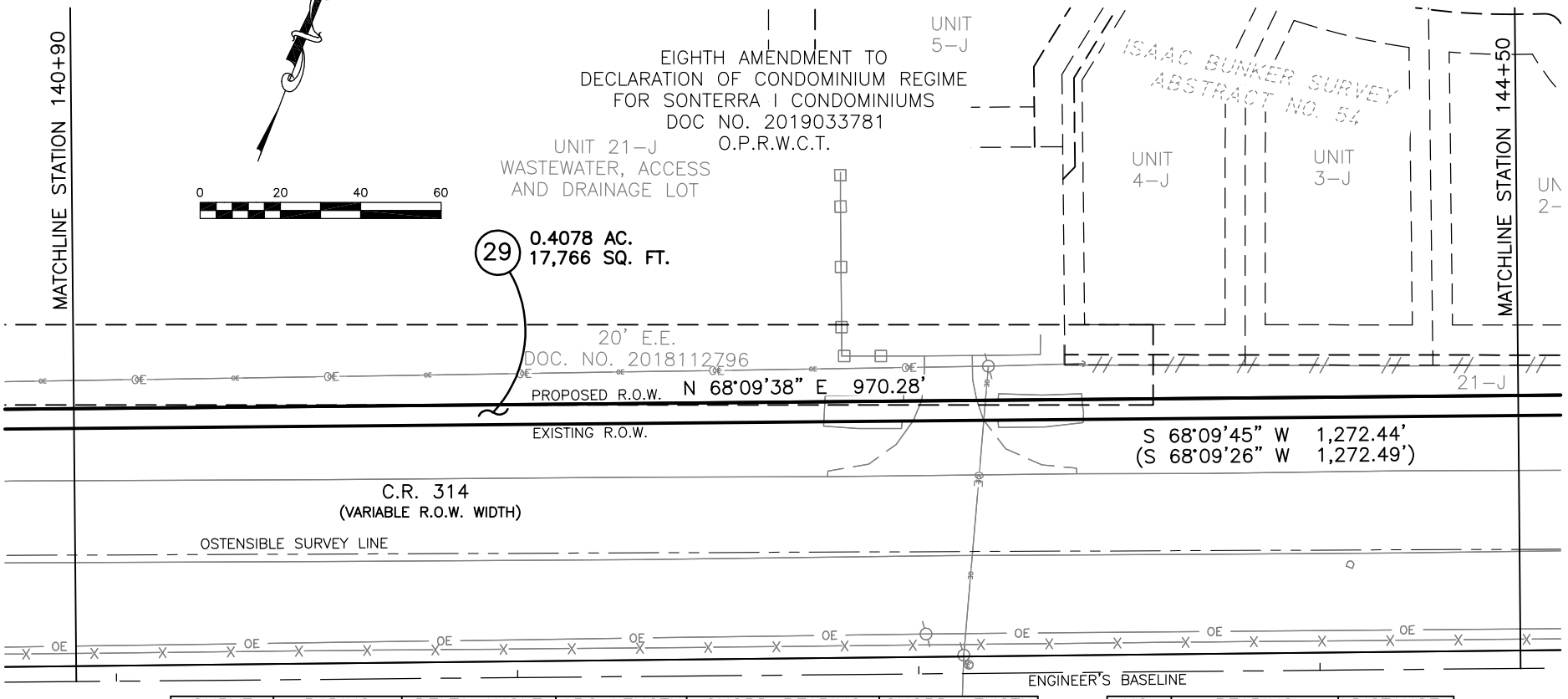
PROJECT C.R. 314

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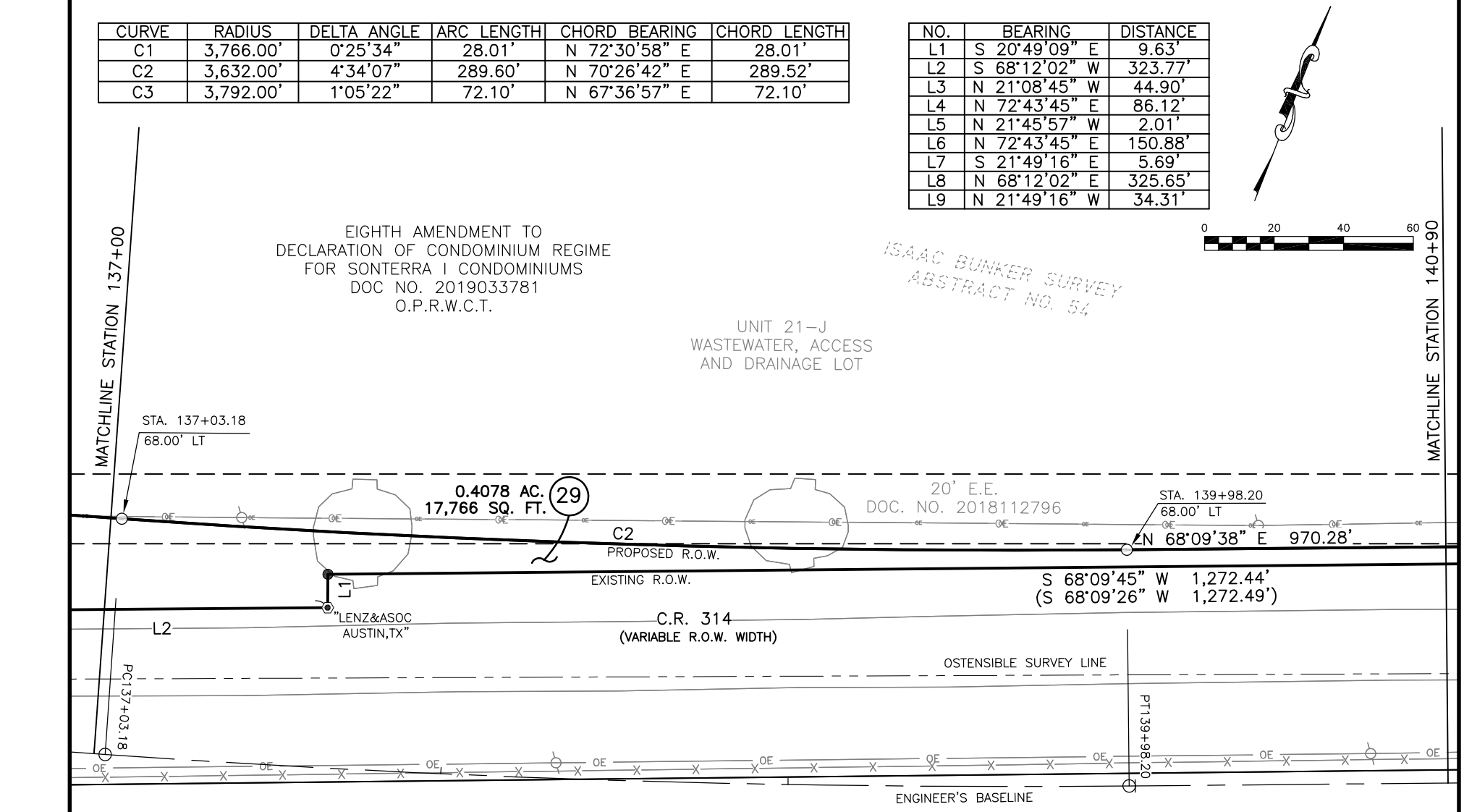
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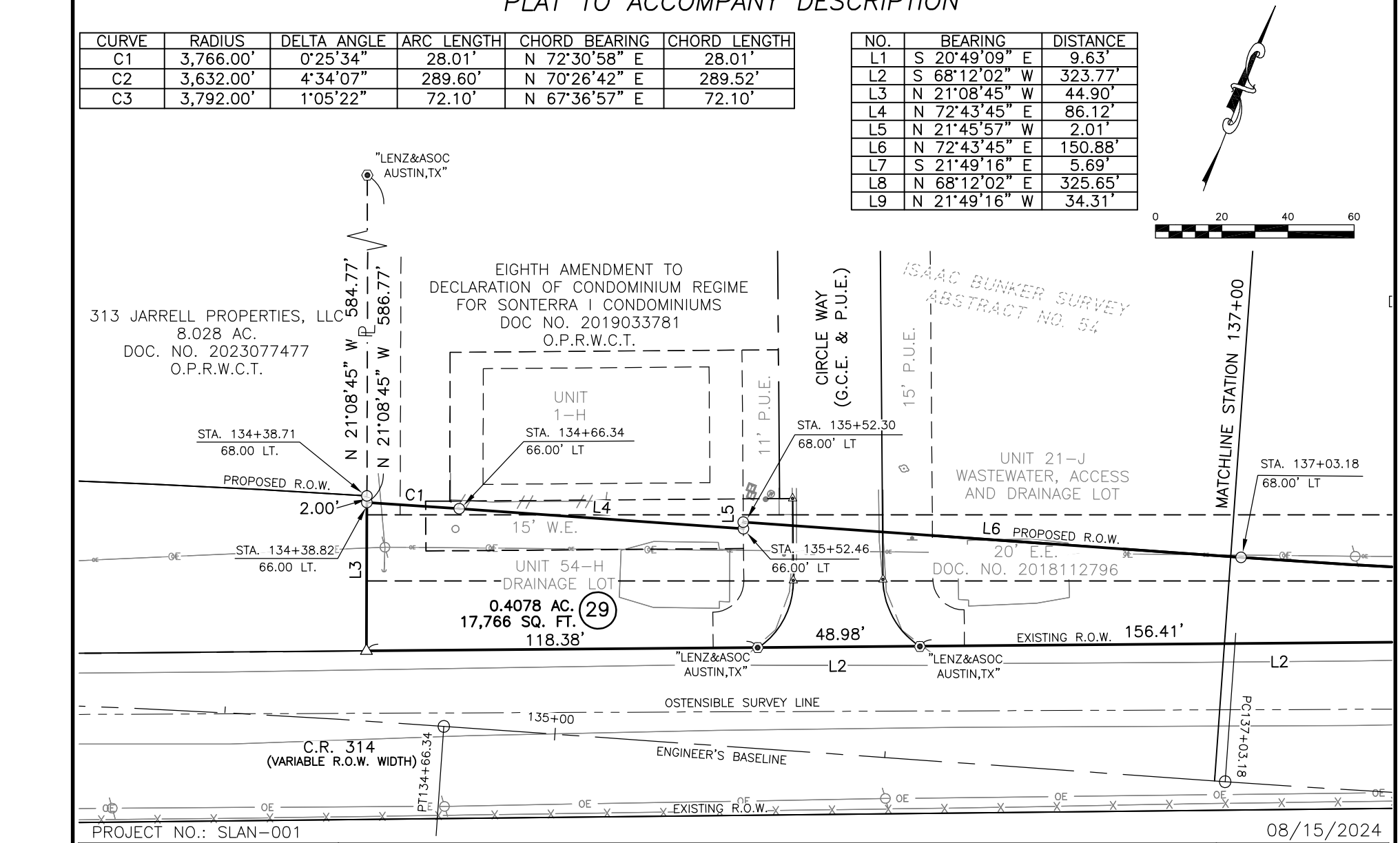
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PARCEL 29
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EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

NOTES:

1) BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE NAD83 (2011). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.

2) THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.

3) UTILITY INFORMATION SHOWN HEREON CONSTITUTES FIELD RECOVERY OF OBSERVED EVIDENCE OF UTILITIES. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES, SUCH AS ELECTRICAL, TELEPHONE, CABLE TV AND PIPELINES, MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING BURIED UTILITIES/STRUCTURES OR BEFORE ANY EXCAVATION IS BEGUN, CONTACT THE APPROPRIATE AGENCIES FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATION.

4) THE USE OF THE WORD CERTIFY OR CERTIFICATION ON THIS DOCUMENT ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

6) REFERENCE IS HEREBY MADE TO THAT CERTAIN TITLE COMMITMENT (THE "TITLE COMMITMENT") ISSUED BY TEXAN TITLE INSURANCE COMPANY, UNDER GF NO. GT2402770, EFFECTIVE 05/09/2024, ISSUED 05/16/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NOS. 2016002134, 2016113961, 2017013653, 2017023247, 2017114936, 2018009990, 2016070754, 2016070755, 2018070519, 2017116208, 2019033781, 2019057526, 2019107835, 2019109277, 2019114524, 2020133220, 2020162027 AND 2020162029, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. TEMPORARY DRAINAGE EASEMENT DATED APRIL 25, 2017, EXECUTED BY SONWEST CO. TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2017036157, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10b. WATER LINE EASEMENT DATED APRIL 25, 2017, EXECUTED BY SONWEST CO. TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2017036158, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10c. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED NOVEMBER 28, 2018, EXECUTED BY SONWEST CO. TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018112796, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. ALL EASEMENTS, MAINTENANCE CHARGES, ASSESSMENTS, RIGHTS AND REMEDIES, CONTRACTUAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO TERMS, CONDITIONS, COVENANTS, OPTIONS, RESTRICTIONS CONTAINED IN DECLARATION OF CONDOMINIUM AND BY-LAWS RECORDED UNDER DOCUMENT NOS. 2016002134, 2016113961, 2017013653, 2017023247, 2017114936, 2018009990, 2016070754, 2016070755, 2018070519, 2017116208, 2019033781, 2019109277, 2019057526, 2019107835, 2019114524, 2020133220, 2020162027 AND 2020162029, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

10e. (NOT A SURVEY MATTER)

10f. (NOT A SURVEY MATTER)

10g. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

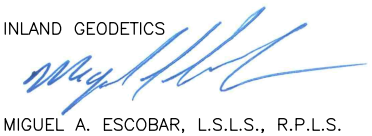
10h. RIGHTS OF PARTIES IN POSSESSION.

LEGEND

△	CALCULATED POINT
⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
⩘	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
E.E.	ELECTRIC LINE EASEMENT
W.E.	WATERLINE EASEMENT
W.W.E.	WASTEWATER LINE EASEMENT
P.O.B.	POINT OF BEGINNING
( )	RECORD INFORMATION

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

08/15/2024

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

SONTERRA CONDOMINIUM REGIME

WILLIAMSON COUNTY

PROJECT C.R. 314

PARCEL 29
0.4078 AC.
17,766 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 29 SONTERRA CONDOS\PARCEL 29 SONTERRA CONDO.DWG

EXHIBIT _B___
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.0098 ACRE (426 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF RESTRICTIVE LOT 54-H, OUT OF SONTERRA I CONDOMINIUMS, AS DESCRIBED IN EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM REGIME FOR SONTERRA I CONDOMINIUMS, A CONDOMINIUM REGIME OF RECORD IN DOCUMENT NO. 2019033781, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.0098 ACRE (426 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped “LENZ&ASOC-AUSTIN,TX” found (Grid Coordinates determined as: N=10,265,100.16, E=3,158,643.25) on the existing northerly right-of-way (ROW) line of County Road 314 (C.R. 314) (variable ROW width), being the southwesterly corner of Circle Way (G.C.E. & P.U.E.), same point being the southeasterly corner of Unit 54-H, Drainage Lot, both of said SONTERRA I CONDOMINIUMS;

THENCE, S 68°12'02" W, with said existing northerly ROW line of C.R. 314, same line being the southerly boundary line of said Unit 54-H, a distance of 118.32 feet to a calculated point being the southeasterly corner of that called 8.028 acre tract of land described in General Warranty Deed to 313 Jarrell Properties, LLC in Document No. 2023077477, said Official Public Records, same point being the southwesterly corner of said Unit 54-H;

THENCE, N 21°08'45" W, with the common boundary line of said 8.028 acre tract and said Unit 54-H, a distance of 44.90 feet to a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set (Grid Coordinates determined as: N=10,265,098.10, E=3,158,517.21), being 66.00 feet left of Engineer’s baseline station 134+38.82, on the proposed northerly ROW line of C.R. 314 (variable ROW width) for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

1) **THENCE, N 21°08'45" W,** with said common boundary line of the 8.028 acre tract and Lot 54-H, passing at a distance of 2.00 feet a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 68.00 feet left of Engineer’s baseline station 134+38.71, and continuing for a total distance of **17.03 feet** to a calculated point for the beginning of a non-tangent curve to the right, from which a 1/2 inch iron rod with plastic cap stamped “LENZ&ASOC-AUSTIN,TX” found being the northeasterly corner of said 8.028 acre tract and the northwesterly corner of said SONTERRA I CONDOMINIUMS bears N 21°08'45" W, a distance of 569.77 feet;

THENCE through the interior of said Unit 54-H the following three (3) courses:

2) with said curve to the right having a radius of **3,783.00 feet**, a delta angle of **00°22'47"**, an arc length of **25.07 feet**, and a chord which bears **N 72°28'38" E**, a distance of **25.07 feet** to a calculated point for the northeasterly corner of the herein described parcel;

3) **S 21°08'27" E**, a distance of **17.04 feet** to a calculated point on said proposed northerly ROW line, for the beginning of a non-tangent curve to the left, for the southeasterly corner of the herein described parcel, from which a 5/8 inch iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, being 66.00 feet left of Engineer’s baseline station 134+66.34, bears N 72°42’24” E, a distance of 2.94 feet;

4) with said proposed northerly ROW line, with said curve to the left having a radius of **3,766.00 feet**, a delta angle of **00°22'53"**, an arc length of **25.07 feet**, and a chord which bears **S 72°29'37" W**, a distance of **25.07 feet** to the **POINT OF BEGINNING**, containing 0.0098 acre (426 square feet) of land, more or less.

Bearings are based on the Texas Coordinate System of 1983, Central Zone NAD83 (2011). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

This property description is accompanied by a separate parcel plat.

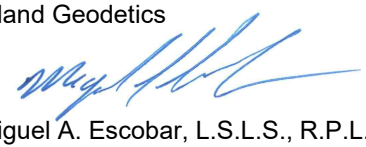
The use of the word certify or certification on this document only constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

The subject tract shown hereon is an easement, monuments were not set for corners.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground between July 2020 and September 2022, under the direct supervision of M. Stephen Truesdale, LSLS, RPLS No. 4933 (Now retired).

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Inland Geodetics



Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, Tx 78681
TBPELS Firm No. 10059100
Project No: SLAN-001



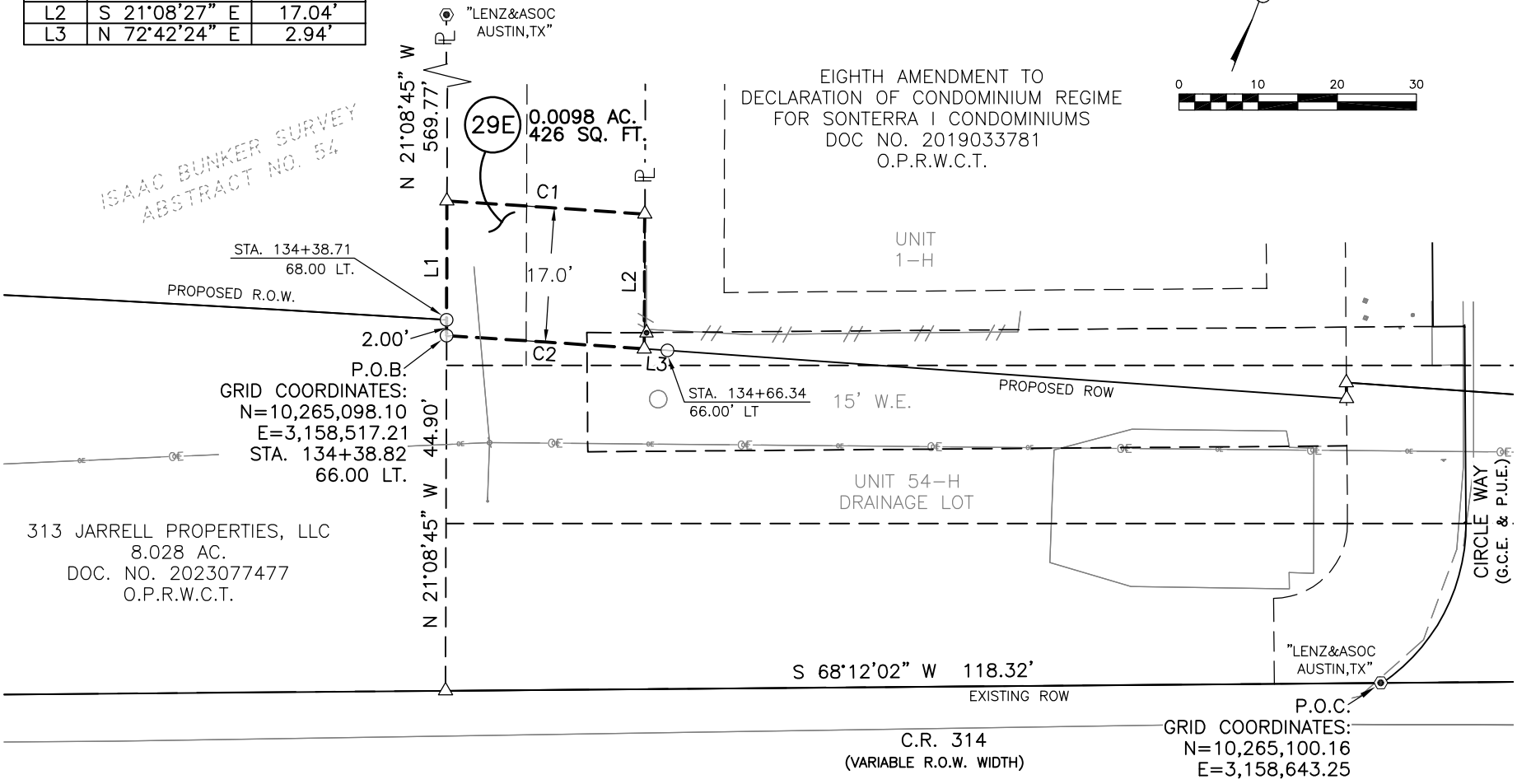
S:\SEILER-LANKES\CR 314\5-Descriptions-Reports\PARCEL-29E SONTERRA CONDO.doc

EXHIBIT ___

PLAT TO ACCOMPANY DESCRIPTION

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	3,783.00'	0°22'47"	25.07'	N 72°28'38" E	25.07'
C2	3,766.00'	0°22'53"	25.07'	S 72°29'37" W	25.07'

NO.	BEARING	DISTANCE
L1	N 21°08'45" W	17.03'
L2	S 21°08'27" E	17.04'
L3	N 72°42'24" E	2.94'



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SONTERRA CONDOMINIUM REGIME

SCALE
1" = 20'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PARCEL 29E
0.0098 AC.
426 SQ. FT.

S:\SEILER-LANKES\CR 314\4-DRAWINGS\PARCELS\PARCEL 29 SONTERRA CONDOS\PARCEL 29E SONTERRA CONDO.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.

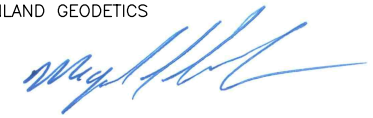
5) THE FOREGOING MAP AND SURVEY ON WHICH IT IS BASED IS ACCOMPANIED BY AND A PART OF SEPARATE METES AND BOUND DESCRIPTION OF THE SUBJECT TRACT.

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 INSURANCE COMPANY, UNDER GF NO. GT2402770, EFFECTIVE 05/09/2024, ISSUED 05/16/2024. THE EASEMENTS AND RESTRICTIONS LISTED ON SCHEDULE B OF THE TITLE COMMITMENT WERE REVIEWED BY THE SURVEYOR AND ARE SHOWN HEREON. SURVEYOR HAS RELIED UPON THE TITLE COMMITMENT AND MADE NO INDEPENDENT INQUIRY AS TO EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY, OTHER THAN VISIBLE AND APPARENT EASEMENTS NOTED BY SURVEYOR DURING THE PREPARATION OF THE SURVEY AND REFLECTED HEREON.

I, MIGUEL A. ESCOBAR, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND THE ACCOMPANYING SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND BETWEEN JULY 2020 AND SEPTEMBER 2022, UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, LSLS, RPLS NO. 4933 (NOW RETIRED).

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.
TEXAS REG. NO. 5630
1504 CHISHOLM TRAIL RD #103
ROUND ROCK, TX 78681
TBPELS FIRM NO. 10059100



PROJECT NO.: SLAN-001

SCHEDULE B:

1. RESTRICTIVE COVENANTS RECORDED IN DOCUMENT NOS. 2016002134, 2016113961, 2017013653, 2017023247, 2017114936, 2018009990, 2016070754, 2016070755, 2018070519, 2017116208, 2019033781, 2019057526, 2019107835, 2019109277, 2019114524, 2020133220, 2020162027 AND 2020162029, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.

10a. TEMPORARY DRAINAGE EASEMENT DATED APRIL 25, 2017, EXECUTED BY SONWEST CO. TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2017036157, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10b. WATER LINE EASEMENT DATED APRIL 25, 2017, EXECUTED BY SONWEST CO. TO SONTERRA MUNICIPAL UTILITY DISTRICT, RECORDED UNDER DOCUMENT NO. 2017036158, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (IT IS NOT ON OR DOES NOT TOUCH THE SURVEYED PROPERTY)

10c. ELECTRIC UTILITY EASEMENT AND COVENANT OF ACCESS DATED NOVEMBER 28, 2018, EXECUTED BY SONWEST CO. TO BARTLETT ELECTRIC COOPERATIVE, INC., RECORDED UNDER DOCUMENT NO. 2018112796, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (THE LOCATION IS SHOWN)

10d. ALL EASEMENTS, MAINTENANCE CHARGES, ASSESSMENTS, RIGHTS AND REMEDIES, CONTRACTUAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO TERMS, CONDITIONS, COVENANTS, OPTIONS, RESTRICTIONS CONTAINED IN DECLARATION OF CONDOMINIUM AND BY-LAWS RECORDED UNDER DOCUMENT NOS. 2016002134, 2016113961, 2017013653, 2017023247, 2017114936, 2018009990, 2016070754, 2016070755, 2018070519, 2017116208, 2019033781, 2019109277, 2019057526, 2019107835, 2019114524, 2020133220, 2020162027 AND 2020162029, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (NOT A SURVEY MATTER)

10e. (NOT A SURVEY MATTER)

10f. (NOT A SURVEY MATTER)

10g. ALL VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE.

10h. RIGHTS OF PARTIES IN POSSESSION.

LEGEND

△	CALCULATED POINT
◬	MAG NAIL FOUND
⬢	1/2" IRON ROD WITH CAP FOUND (AS NOTED)
●	1/2" IRON ROD FOUND
○	5/8" IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
√\	BREAK IN SCALE
℄	PROPERTY LINE
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS
E.E.	ELECTRIC LINE EASEMENT
W.E.	WATERLINE EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
( )	RECORD INFORMATION

08/13/2024

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Meeting Date: 01/07/2025

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, 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 the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for the Long Range Transportation Plan.
aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located 747 County Rd. 138 Hutto, Texas
d) Discuss Blue Springs Blvd. property

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	01/02/2025 12:19 PM
Form Started By: Don Childs		Started On: 01/02/2025 09:59 AM
Final Approval Date: 01/02/2025		

Commissioners Court - Regular Session **70.**

Meeting Date: 01/07/2025

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Don Childs, 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

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	01/02/2025 12:19 PM
Form Started By: Don Childs		Started On: 01/02/2025 10:00 AM
Final Approval Date: 01/02/2025		